

REAL ESTATE COMMITTEE AGENDA
REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

- CALL TO ORDER

MINUTES:

PRESENT: COUNCILWOMAN MONCRIEF and COUNCILMAN WOLFSON

Also Present: DEPUTY CITY MANAGER STEVE HOUCHEMS, REAL ESTATE AND ASSET MANAGEMENT DIVISION MANAGER DAVID ROARK, DEPUTY CITY ATTORNEY TERESITA PONTICELLO, CITY CLERK BARBARA JO (RONI) RONEMUS, AND DEPUTY CITY CLERK YDOLEENA YTURRALDE

- ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

MINUTES:

ANNOUNCEMENT MADE - Meeting noticed and posted at the following locations:

City Clerk's Bulletin Board, City Hall Plaza, 2nd Floor Skybridge

Court Clerk's Office Bulletin Board, City Hall Plaza

Las Vegas Library, 833 Las Vegas Boulevard North

Clark County Government Center, 500 S. Grand Central Parkway

Grant Sawyer Building, 555 E. Washington Avenue

(3:01)

1-1

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a No-Build Easement to be granted by City Parkway IV A, Inc., to 3 Star Auto Body and Paint for land located on Bonanza Road, APN 139-27-401-031 (Gain of \$1,717.60) - Ward 5 (Weekly)

Fiscal Impact:

<input checked="" type="checkbox"/> No Impact	Amount:
<input type="checkbox"/> Budget Funds Available	Dept./Division:
<input type="checkbox"/> Augmentation Required	Funding Source:

PURPOSE/BACKGROUND:

In consideration of \$1,717.60, City Parkway IV A, Inc., will grant to 3 Star Auto Body and Paint an approximate 20 foot No-Build Easement. The 20 foot No-Build Easement will remove the requirement from the Department of Building & Safety for 3 Star Auto Body and Paint to build a 4-hour firewall. The estimated cost of the 4-hour firewall is \$40,000, in addition to the layoff of employees, loss of revenue and breach of contract liabilities that would result from the need to cease business operations to allow for construction of the firewall.

RECOMMENDATION:

Approve and authorize the President of City Parkway IV A, Inc. to execute the Easement and Letter of Agreement to grant the 20 foot No-Build Easement.

BACKUP DOCUMENTATION:

1. Site Map
2. No-Build Easement
3. Letter of Agreement
4. Disclosure of Principals

MOTION:

COUNCILMAN WOLFSON recommended Item 1 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

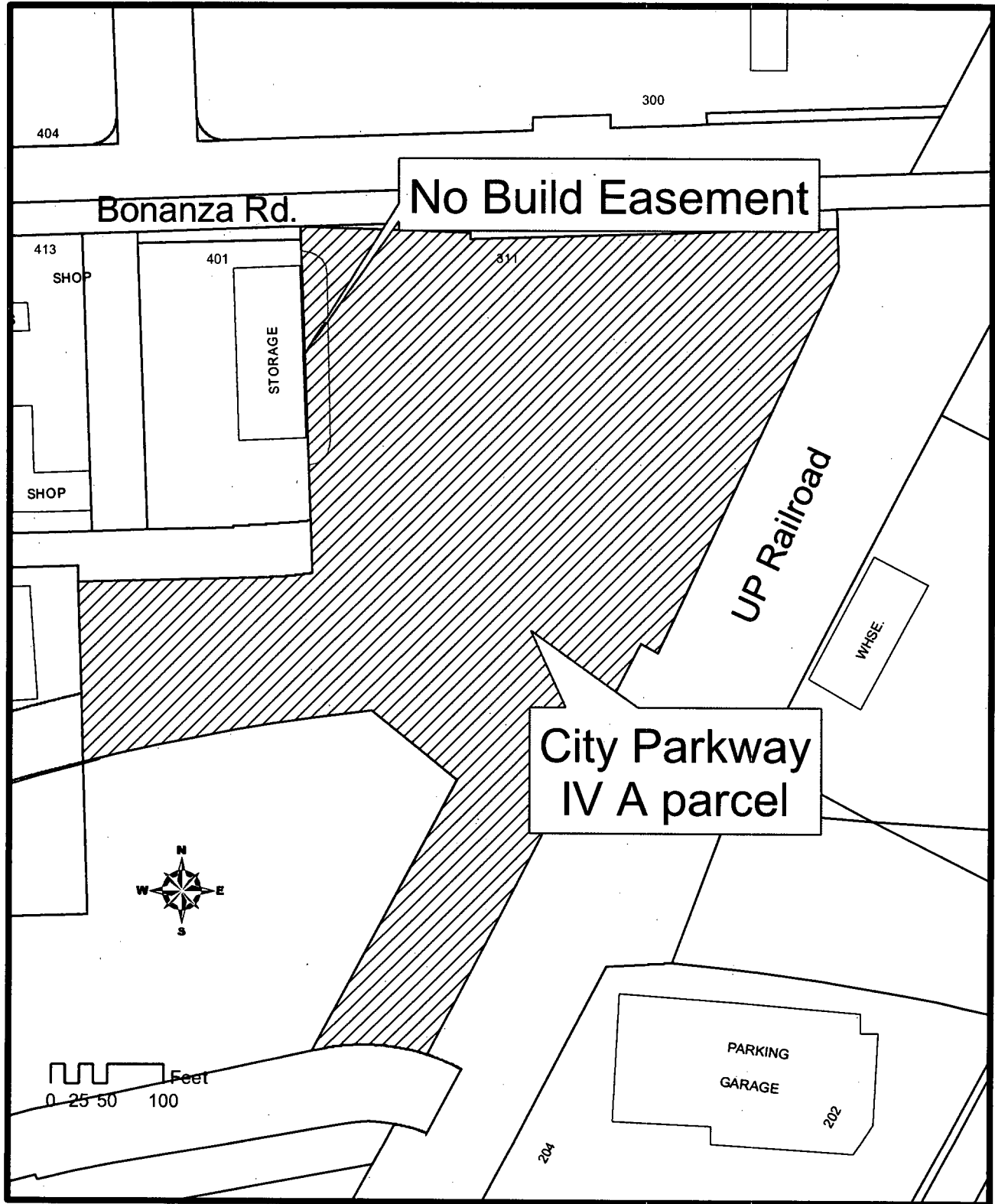
DAVID ROARK, Real Estate and Asset Manager, stated this easement would contribute as a landscaping buffer, it would help prevent vagerancy, and overall improve the property value. He acknowledged this would be done on a permanent basis and recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:01)

1-8

Exhibit "A"



Site Map

(a portion of)

A.P.N. 139-27-401-031

NO- BUILD EASEMENT

THIS INDENTURE OF NO-BUILD EASEMENT, made and entered into by and between:

CITY PARKWAY IV A INC, a Nevada nonprofit corporation

Party of the First Part, hereinafter known as the **GRANTOR**, and 3 STAR AUTO BODY & PAINT, INC., Party of the Second Part, hereinafter known as the **GRANTEE**;

W I T N E S S E T H:

That the **GRANTOR**, for and in consideration of the sum of ONE THOUSAND, SEVEN HUNDRED AND SEVENTEEN AND 60/100 DOLLARS (\$1,717.60), lawful money of the United States, to it in hand paid to the **GRANTOR**, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY, to the **GRANTEE**, its successors and assigns, an approximate 20' NO-BUILD EASEMENT, over, above, and across that certain parcel of land described as follows:

SEE EXHIBIT "A" (legal description) AND EXHIBIT "B" (showing the easement on Parcel 2 thereof) ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The **GRANTOR(S)**, its successors and assigns agree that:

No buildings, structures (excluding fencing), or trees shall be placed upon, or over said parcel of land, now or hereafter, except that said parcel may be improved and used for surface parking and driveway purposes by the **GRANTOR**. This easement is granted in perpetuity, except that in the event **GRANTEE's** building on its property, shown as Parcel 1 on Exhibit B, which building is immediately adjacent to said parcel of land, is ever: (i) destroyed or demolished; (ii) no longer used as an auto paint and body repair shop; or (iii) sold by the current owners, this easement shall automatically terminate and be of no further force or effect.

(a portion of)

A.P.N. 139-27-401-031

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this _____ day of _____, 2004.

CITY PARKWAY IV A INC

By: _____
DOUGLAS A. SELBY, PRESIDENT

ATTEST:

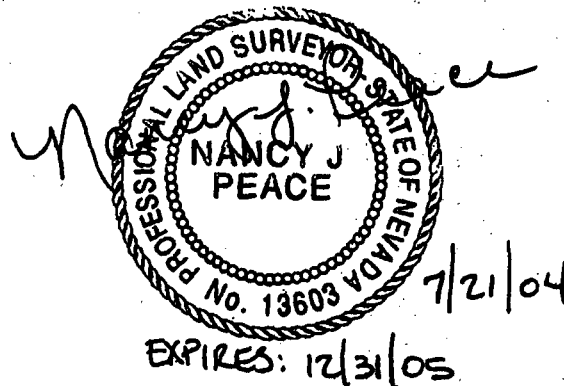
STEVEN P. HOUCHENS, SECRETARY

APPROVED AS TO FORM:

Thomas R. Green 9/22/04
DEPUTY CITY ATTORNEY DATE

...
...

Exhibit "A"



JULY 21, 2004
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 139-27-401-031
(PAGE 1 OF 2)

EXPLANATION:

THIS LEGAL DESCRIPTION DESCRIBES A STRIP OF LAND GENERALLY LOCATED SOUTHEAST OF "D" STREET AND BONANZA ROAD FOR A 20' WIDE NO BUILD EASEMENT.

**LEGAL DESCRIPTION
20' WIDE NO BUILD EASEMENT**

BEING A PORTION OF PARCEL 2 OF THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 68, LYING WITHIN THE SOUTH HALF (S ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY, NORTHWEST CORNER OF SAID PARCEL 2, BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BONANZA ROAD; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE SOUTH 01°42'05" EAST, ALONG THE WESTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 21.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 20.00 FEET, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 01°42'05" WEST, SAID POINT ALSO BEING THE POINT OF BEGINNING,

THENCE SOUTHEASTERLY 31.42 FEET, DEPARTING THE BOUNDARY LINE OF SAID PARCEL 2, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 01°42'05" EAST, 149.40 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY 31.42 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" RETURNING TO THE BOUNDARY LINE OF SAID PARCEL 2;

**LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)**

**THENCE NORTH 01°42'05" WEST, 189.41 FEET ALONG SAID BOUNDARY LINE TO
THE POINT OF BEGINNING.**

CONTAINING 3,616 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS:

**NORTH 01°42'05" WEST, BEING THE BEARING OF THE WEST LINE OF PARCEL 2, AS
SHOWN ON THAT PARCEL MAP ON FILE IN THE OFFICE OF THE COUNTY
RECORDER, CLARK COUNTY, NEVADA, IN FILE 99 OF PARCEL MAPS, AT PAGE 68.**

END OF DESCRIPTION.

FILE NAME: 401 BONANZA.DOC

Exhibit "B"

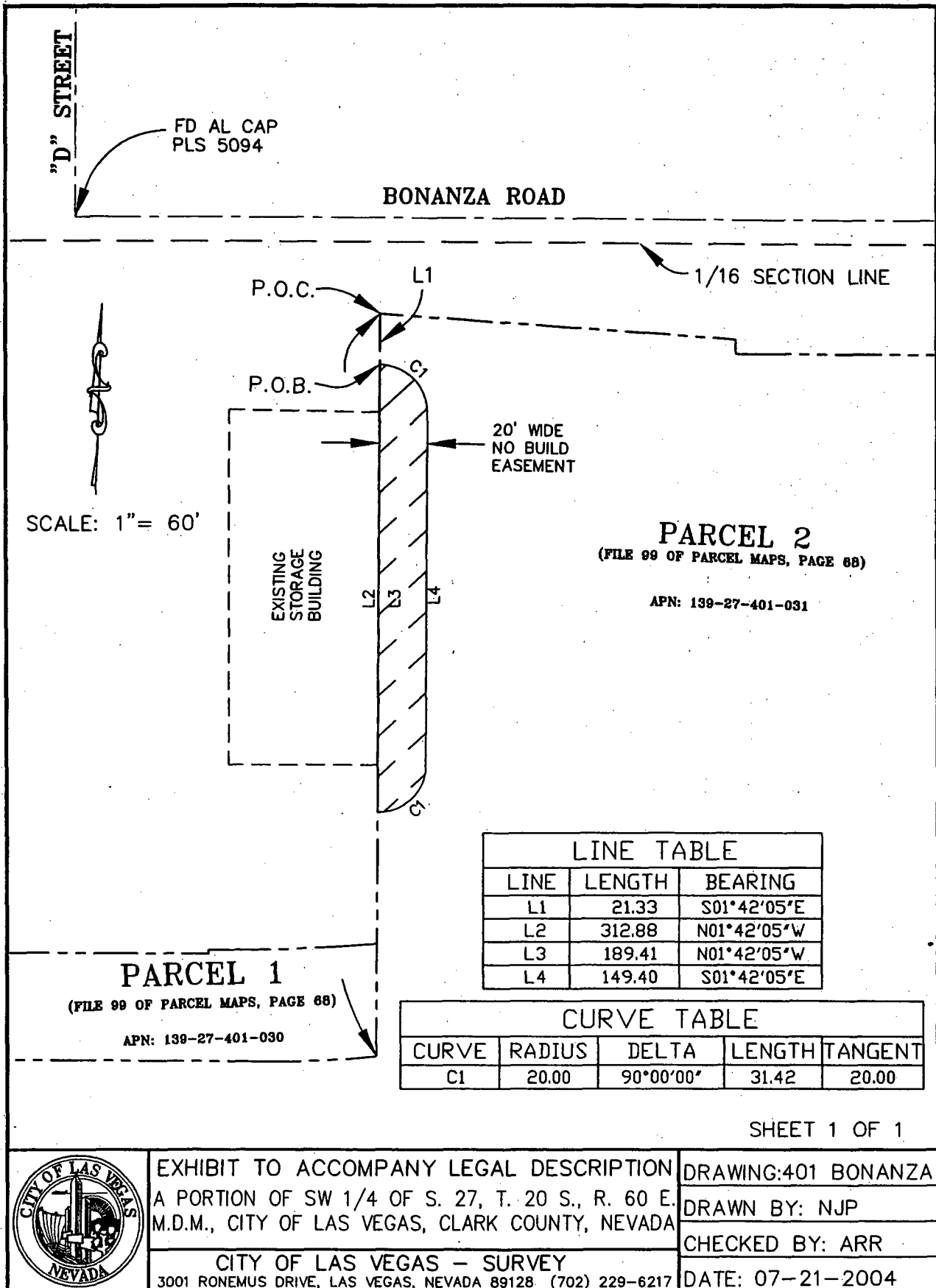


EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF SW 1/4 OF S. 27, T. 20 S., R. 60 E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: 401 BONANZA
DRAWN BY: NJP
CHECKED BY: ARR
DATE: 07-21-2004

CITY PARKWAY IV A, INC.
400 STEWART AVE., 2ND FLOOR
LAS VEGAS, NEVADA 89101

September 22, 2004

3 STAR AUTO Body & Paint, Inc.
Attn: Ben Peralta Sr., President
401 W. Bonanza Road
Las Vegas, NV 89106

**LETTER OF AGREEMENT REGARDING A NO BUILD EASEMENT ON A
PORTION OF APN 139-27-401-031**

WHEREAS, AN INDENTURE REGARDING A NO-BUILD EASEMENT, has been made and entered into by and between:

CITY PARKWAY IV A, INC., a nonprofit corporation of the State of Nevada, Party of the First Part, hereinafter known as the GRANTOR, and 3 STAR AUTO BODY & PAINT, INC., Party of the Second Part, hereinafter known as the GRANTEE.

WHEREAS the GRANTOR is the owner of that certain parcel of real property situated in Clark County, Nevada, described on Exhibits "A" and "B" attached to and by this reference made a part hereof (hereinafter referred to as the Property), and

WHEREAS, the GRANTOR, for and in consideration of the sum of ONE THOUSAND, SEVEN HUNDRED AND SEVENTEEN AND 60/100 DOLLARS (\$1,717.60), lawful money of the United States, to it in hand paid to the GRANTOR, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, an approximate 20' NO-BUILD EASEMENT over, above, and across that certain parcel of land described on Exhibits "A" and "B", and

The GRANTOR and GRANTEE agree to the following terms:

1. No buildings, structures (excluding fencing), or trees shall be placed upon, or over said parcel of land, now or hereafter, except that said parcel may be improved and used by the GRANTOR for surface parking and driveway purposes. This easement is granted in perpetuity, except that in the event GRANTEE's building on its property depicted as Parcel 1 of Exhibit B, which building is immediately adjacent to said parcel of land, is ever: (i) destroyed or demolished; (ii) no longer used as an auto paint and body repair shop; or (iii) sold by the current owners, this easement shall automatically terminate and be of no further force or effect.

2. In exchange for this easement, GRANTEE shall provide payment of ONE THOUSAND, SEVEN HUNDRED AND SEVENTEEN AND 60/100 DOLLARS (\$1,717.60), to be paid in advance to the City of Las Vegas upon the full execution of the agreement.

Letter of Agreement with 3 STAR AUTO
September 22, 2004

3. This contract to be operative and effective only upon acceptance by GRANTOR and GRANTEE. Any changes whatsoever must be approved by both parties in writing; This contract shall survive the recording of the easement itself.

4. Any notice, demand, request, or other instrument which may be or is required to be given under this Letter of Agreement shall be delivered in person or sent by certified mail, return receipt requested, and shall be sent to the following addresses or to such other addresses as the parties may from time to time designate in writing:

If to the GRANTOR: City of Las Vegas
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

Copies to: Public Works/Real Estate
Attn: Manager
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

If to the GRANTEE: 3 STAR AUTO Body & Paint, Inc.
401 W. Bonanza Road
Las Vegas, NV 89106

5. GRANTEE agrees to indemnify, defend and hold the GRANTOR its officers, employees and agents harmless from any and all claims, damages, actions, losses, judgments, attorney fees and court costs which arise out of, or result from, the acts or omission, negligent or otherwise, on the part of GRANTEE, its officers, employees or agents in connection with GRANTEE'S performance of its obligation under this Letter of Agreement.

Accepted and Agreed to:

CITY PARKWAY IV A, INC.

3 STAR AUTO Body & Paint, Inc.

By _____
Douglas A. Selby, President

By Ben O. Peralta
Ben O. Peralta, President

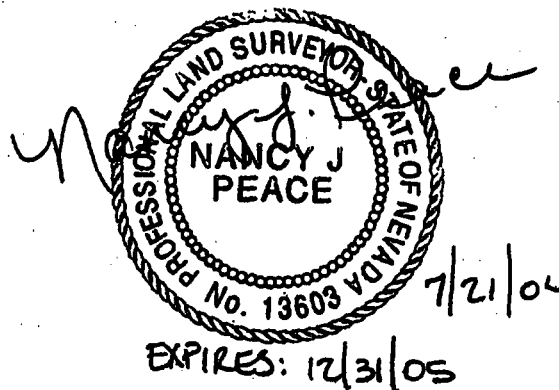
Date _____

Date 9-22-04

APPROVED AS TO FORM:

By Thomas R. Green
Deputy City Attorney, Date

Exhibit "A"



JULY 21, 2004
WRITTEN BY: NJP
CHECKED BY: ARR
APN # 139-27-401-031
(PAGE 1 OF 2)

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**LEGAL DESCRIPTION CONTINUED
(PAGE 2 OF 2)**

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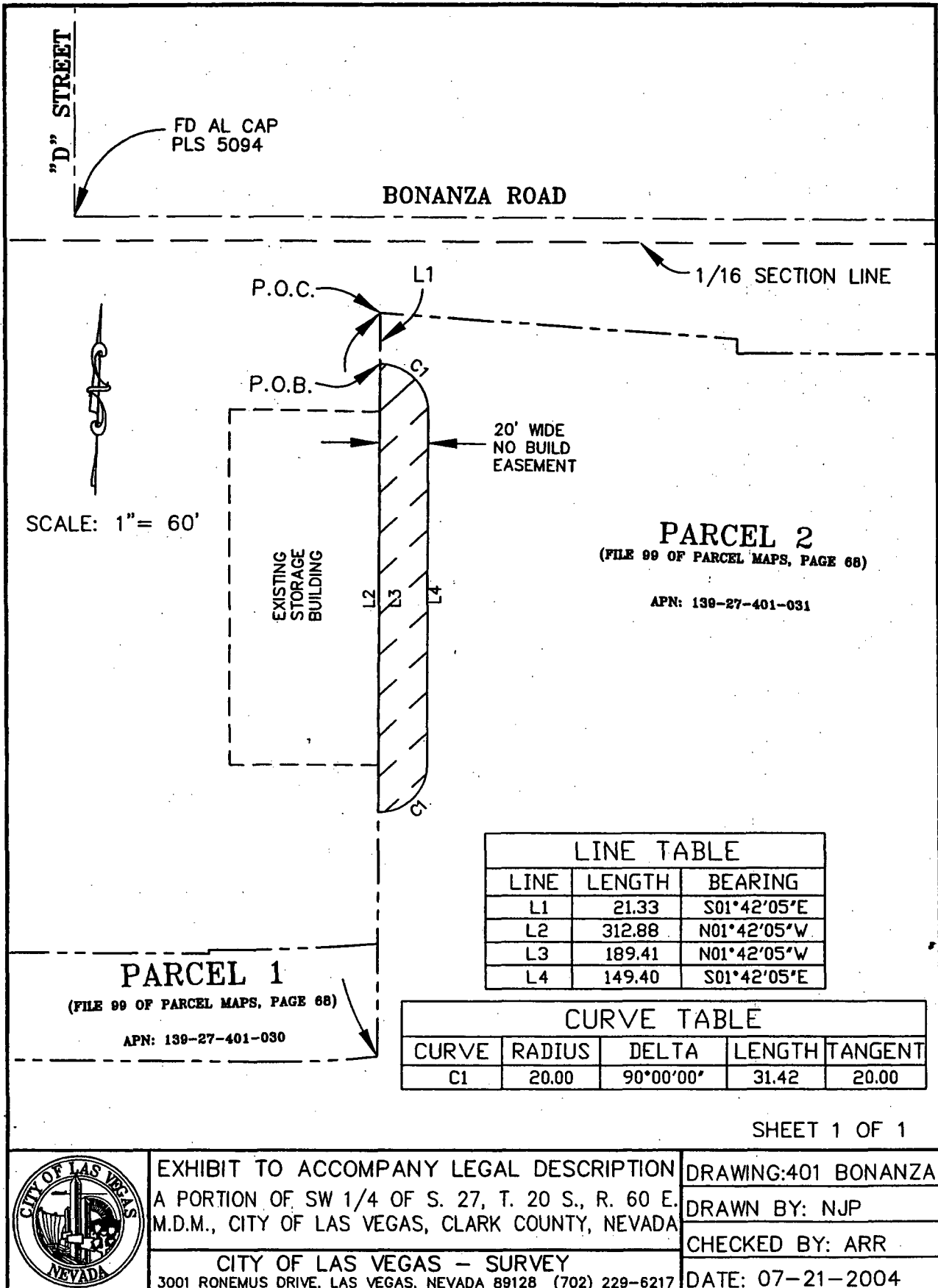


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A PORTION OF SW 1/4 OF S. 27, T. 20 S., R. 60 E.
M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

CITY OF LAS VEGAS - SURVEY
3001 RONEMUS DRIVE, LAS VEGAS, NEVADA 89128 (702) 229-6217

DRAWING: 401 BONANZA

DRAWN BY: NJP

CHECKED BY: ARR

DATE: 07-21-2004

FORM 1: DISCLOSURE OF PRINCIPALS

The principals and partners of 3 Star Auto Body and Paint and all persons and entities holding more than 1% (one percent) interest in 3 Star Auto Body and Paint Or any principal of 3 Star Auto Body and Paint are the following:

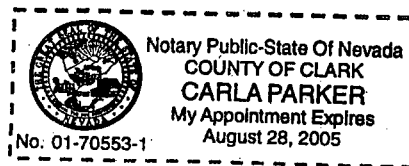
<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>Ben O. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
2. <u>Ann M. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
3. <u>Ben C. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
4. <u>James L. Peralta</u>	<u>401 W. Bonanza Rd., LV, NV</u>	<u>702-798-8828</u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: Ben O. Peralta
Ben O. Peralta
Its: President

Subscribed and sworn to before me this
Sept day of 03, 2004.

Carla Parker
Notary Public



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Agreement for the Purchase and Sale of Real property between Priority One Commercial (on behalf of the City of Las Vegas) and Robert Wayne Roshto II for real property located at 324 North 7th Street, APN 139-34-512-051 (\$295,000 plus closing costs - City Facilities Capital Project Fund) - Ward 5 (Weekly)

Fiscal Impact:

<input type="checkbox"/>	No Impact	Amount:	\$295,000.00
<input checked="" type="checkbox"/>	Budget Funds Available	Dept./Division:	Public Works/Real Estate
<input type="checkbox"/>	Augmentation Required	Funding Source:	City Facilities Capital Project Fund

PURPOSE/BACKGROUND:

The City of Las Vegas wish to purchase this property in accordance with the City Hall East Tower Project.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Agreement for the Purchase and Sale of Real Property

MOTION:

COUNCILMAN WOLFSON recommended Item 2 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, explained the agreement for the City Hall expansion across the street. Because of the very reasonable offer, he recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:02 - 3:03)

1-46

**AGREEMENT FOR THE PURCHASE
AND SALE OF REAL PROPERTY**

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("Agreement") is made and entered into this 3rd day of September 2004, by and between Priority One Commercial and /or nominee ("Buyer") and Robert Wayne Roshto II or nominee (hereinafter referred to as "Seller"), with reference to the following facts:

A. Seller is the owner of one parcel (the "Property") consisting of approximately .16 acres on which a 1,279 sq. ft. Residential Duplex resides and a 1,279 Single Family resides. The property is located at 324 N. 7th Street, Las Vegas Nevada 89101. A Site Plan of the Property depicting the site is attached hereto as Exhibit "A".

B. Seller has represented to Buyer that the parcel # 139-34-512-051 is currently zoned R-4 and is located in the City of Las Vegas, County of Clark, State of Nevada.

C. Buyer now desires to purchase from Seller and Seller desires to sell to Buyer the Property, further described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants, premises and agreements contained herein, the parties hereto do hereby agree as follows:

1. Purchase and Sale. Buyer shall purchase the Property from Seller upon the terms and conditions set forth herein.

Purchase and Sale. The purchase price to be paid for Property and the improvements shall be TWO HUNDRED NINETY FIVE THOUSAND DOLLARS and no/100 Dollars (\$295,000.00), all cash. Said sum shall be paid as follows:

(A.) Buyer shall deposit Ten Thousand dollars and no/100 dollars (\$10,000.00) into escrow as earnest money (the "Deposit"). Buyer reserves the right to cancel the escrow created herein, for any reason whatsoever, before the expiration of the Contingency Period.

(B.) Upon the expiration of the Contingency Period, the Deposit shall become non-refundable. The Deposit shall apply toward the purchase price of the Property.

(C.) Prior to close of escrow, Buyer shall deposit the balance of the purchase price, TWO HUNDRED EIGHTY FIVE THOUSAND and no/100 DOLLARS (\$285,000.00).

(D.) Should Buyer wish to terminate this Agreement and escrow prior to the expiration of the Contingency Period, Buyer must notify Seller and Escrow Agent in writing. Should Buyer notify Seller and Escrow Agent in writing of Buyers wish to terminate this Agreement, Escrow Agent shall release to Buyer the Deposit plus interest within two (2) business days from date of notification. Should no such notice be received, Buyer shall be deemed to have approved or waived any and all contingencies. If no written notice is received prior to the expiration of the Contingency Period, Buyer shall be deemed to have approved or waived any and all title exceptions and contingencies and the Deposit shall be deemed non-refundable and shall be applied towards the Purchase Price, upon the closing of escrow.

2. Escrow. The purchase and sale provided for herein shall be consummated through an escrow to be opened with Michelle Robbins at United Title of Nevada, within five (5) business days after the execution

and delivery of this Agreement. The escrow shall be deemed open when Buyer and Seller have executed and deposited signed purchase contract with the escrow company. Said escrow shall be upon the usual form of instructions of the escrow holder for transactions of the type provided for herein, except that said instructions shall incorporate all terms and provisions of this Agreement, and in addition shall provide the following:

- (A) Escrow shall sixty days (60) days, from the expiration date of the contingency period. Upon the opening of escrow, the escrow officer shall set a specific date for the expiration of the Contingency Period. If the expiration date of the Contingency Period or the anticipated close, of escrow, date falls on a holiday or weekend, the date for the closing of escrow shall be set on the next succeeding working day.
- (B) Buyer shall pay any Documentary Transfer Tax, and the cost of the CLTA title insurance policy and all endorsements thereto. All other fees and costs shall be paid by Buyer.
- (C) real property taxes shall be prorated to close of escrow;
- (D) any Special Assessments or Fees outstanding on the Property which are of record shall be delineated by Escrow and prorated to Close of Escrow; and
- (E) in the event of any conflict between the terms of this Agreement and the terms of the escrow, the terms of this Agreement shall prevail except where the escrow instructions specifically provide otherwise.
- (F) if escrow fails to timely close solely as the result of Buyer's default, all earnest monies previously deposited by Buyer into escrow and not previously disbursed to Seller shall be paid by escrow over to Seller as liquidated damages. If escrow fails to close as a result of Seller's default, Buyer shall be entitled to a refund of the earnest money only. The provisions of this paragraph shall be the sole remedies available to each respective party hereunder in the event of a default under this Agreement.

3. Contingencies. The purchase of the Property is contingent upon:

(A) A thirty (30) days Contingency Period as described herein. The Contingency Period shall commence on the day following the opening of escrow. Escrow shall be deemed opened for purposes hereof when escrow agent receives an original of this Agreement signed by both Buyer and Seller, and Buyer's Deposit. Escrow agent shall notify both Buyer and Seller in writing of the date escrow is opened, the day the Contingency Period expires, and the day escrow is to close. Seller hereby grants Buyer the right to enter on the Property to conduct such tests and investigations as Buyer deems appropriate. Buyer agrees to indemnify and hold seller harmless from any actual damage including any legal fees as a result of Buyer's tests and investigations during the Contingency Period on the Property or to any neighboring properties or structures. Buyer further agrees to indemnify and hold Seller harmless from any injury to persons or actual damage including any legal fees to the personal property of others, which results from the Buyer's tests and investigations during the Contingency Period. *Buyer to review any lease agreements.

(B) The above contingency in Paragraph 3 (a) is solely for the Buyer's benefit. Buyer may elect, for any reason or no reason whatsoever, to terminate this Agreement and the purchase contemplated herein during the Contingency Period. Should Buyer so elect to terminate this Agreement, prior to the expiration of the Contingency Period Buyer shall so notify Seller and escrow holder in writing (via U.S. mail, hand-delivery or by fax). In the event Buyer terminates this Agreement for any reason during the Contingency Period, any deposits made by Buyer, plus any interest earned, shall be immediately returned to Buyer, less any escrow costs incurred and Buyer shall have no further obligations under this Agreement. Buyer shall be solely responsible for all costs involved in satisfying the above stated contingencies.

- A. * The Seller has agreed to give copies of all utilities bills and trash bills that Seller pays, or for any of the tenants within the building so the proper accounts may be disconnected, discontinued, or transferred to Seller at closing.
- B. *The Buyer has agreed to let Seller take refrigerator, stove and washer and dryer at the close of escrow.
- C. * The Buyer has agreed to let existing Tenant's stay in front duplex and a separate agreement between buyer and Tenant shall be made prior to closing of escrow.

4. Offer Expiration. This offer will remain open until September 10, 2004 from receipt of this offer, at that time this offer shall be deemed revoked and the above earnest money shall be returned to Buyer's account herein on demand.

5. Broker Commissions/Disclosure. Seller represents and warrants that he has not retained or dealt with any broker with respect to this Agreement except Priority One Commercial, 4560 S. Decatur Blvd., Suite 202, Las Vegas Nevada 89103, who shall be paid through escrow a commission by Seller of 4% of the Property's gross sales price. Buyer discloses to Seller that Buyer is a Nevada Licensed Real Estate Broker/Salesman with Priority One Commercial.

6. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder shall be in writing and shall be validly given or made to another party if served, either personally or, if deposited in the United States mail certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally or by facsimile transmission, service shall be conclusively deemed made at the time of such personal service or transmission. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as hereinafter set forth.

To Seller: Robert Wayne Roshto II
324 N. 7th Street
Las Vegas NV 89101-3024

To Buyer: Priority One Commercial
Attn: Cynthia Inman
4560 S. Decatur Blvd. Suite 202
Las Vegas, NV 89103
(702) 228-7464
(702) 228-7156

Any party hereto may change his address for the purpose of receiving notices, demands and other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto. After opening of escrow a copy of all notices, demands and other communications shall be given to the escrow office.

7. Applicable Laws and Severability. This Agreement shall, in all respects, be governed by the laws of the State of Nevada applicable to agreements executed and to be wholly performed with the State of Nevada. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

8. Entire Agreement. The foregoing represents the entire Agreement between the parties and no verbal statements made by any party are a part hereof unless incorporated in writing. In the event either party shall prevail in any legal action commenced to enforce this Agreement, he shall be entitled to all costs incurred in such action including attorney's fees, costs and expenses as may be fixed by the Court.

9. Modifications or Amendments. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

10. Successors or Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

11. Time is of the Essence. Time is of the essence of this Agreement and all terms, provisions, covenants and conditions hereof.

The undersigned Buyer, offers and agrees to purchase the Property on the terms and conditions herein stated and acknowledges receipt of a copy of this Agreement.

Date: September 3, 2004 Time 11:55AM

Buyer: Priority One Commercial, a
Nevada corporation or nominee:

By: Cindi Simon

Its: President

ACCEPTANCE OF OFFER TO PURCHASE

The undersigned Seller accepts the foregoing offer to purchase and agrees to sell the Property described above, on the terms and conditions stated herein, and acknowledges receipt of copy of this Agreement.

Date: Time

am/pm

9-3-04

4:00

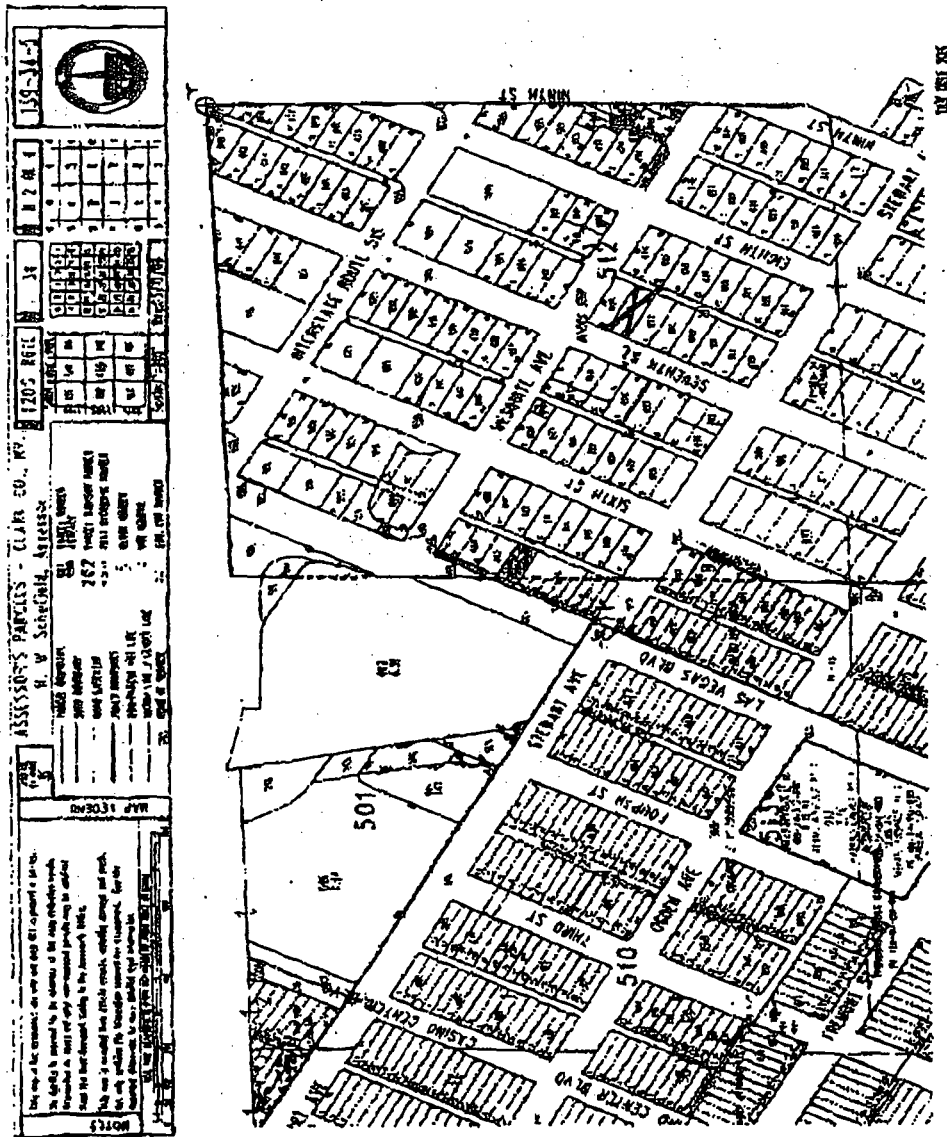
Seller:

By: John H. Kohn

Its: owner

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT, IF NOT FULLY UNDERSTAND,
SEEK COMPETENT COUNSEL.

SITE MAP



DUTIES OWED BY A NEVADA REAL ESTATE LICENSEE

In Nevada, a real estate licensee can (1) act for only one party to a real estate transaction, (2) act for more than one party to a real estate transaction with written consent of each party, or (3) act exclusively as a broker, assign different licensees affiliated with the broker's company to separate parties to a real estate transaction. A licensee, acting as an agent, must act in one of the above capacities in every real estate transaction. This form is used for a lease, the term Seller shall mean Landlord/ Lessor and the term Buyer means Tenant/ Lessee.

LICENSEE: The licensee in the real estate transaction is Synd Liman ("Licensee") whose license number is 22521. The Licensee acting for Buyer.

BROKER: The broker in the real estate transaction is Julie D. Collins whose license number is 24551. (Broker) whose company is Priority One Commercial ("Company").

A NEVADA REAL ESTATE LICENSEE IN A REAL ESTATE TRANSACTION SHALL:

1. Disclose to each party to the real estate transaction as soon as is practicable:
 - (a) Any material and relevant facts, data or information which Licensee knows, or which by the exercise of reasonable care and diligence Licensee should have known, relating to the property which is the subject of the real estate transaction.
 - (b) Each source from which Licensee will receive compensation as a result of the transaction.
 - (c) That Licensee is a professional in the transaction or has interest in a principal in the transaction.
 - (d) Any changes in Licensee's relationship to a party to the real estate transaction.
2. Disclose, if applicable, that Licensee is acting for more than one party to the transaction. Upon making such a disclosure the Licensee must obtain the written consent of each party to the transaction for which Licensee is acting before Licensee may continue to act in Licensee's capacity as an agent.
3. Exercise reasonable skill and care with respect to all parties to the real estate transaction.
4. Provide to each party to the real estate transaction this form.
5. Not disclose, except to the broker, confidential information relating to a client.
6. Exercise reasonable skill and care to carry out the terms of the brokerage agreement and to carry out Licensee's duties pursuant to the terms of the brokerage agreement.
7. Not disclose confidential information relating to a client for 1 year after the revocation or termination of the brokerage agreement, unless Licensee is required to do so by order of the court. Confidential information includes, but is not limited to the client's motivation to purchase, sell or lease and other information of a personal nature.
8. Promote the interest of his client by:
 - (a) Seeking a sale, lease or property at the price and terms stated in the brokerage agreement or at a price acceptable to the client.
 - (b) Presenting all offers made to or by the client as soon as is practicable.
 - (c) Disclosing to the client material facts of which the licensee has knowledge concerning the transaction.
 - (d) Advising the client to obtain advice from an expert relating to matters which are beyond the expertise of the licensee.
 - (e) Accounting for all money and property licensee receives in which the client may have an interest as soon as is practicable.
9. Not deal with any party to a real estate transaction in a manner which is deceitful, fraudulent or dishonest.
10. Act by all duties, responsibilities and obligations required of Licensee in chapters 119, 118A, 119B, 640, 645A and 645C of the NRS.

I/We acknowledge receipt of a copy of this list of licensee duties, and have read and understand this disclosure.			
<u>Seller/Landlord</u>	Date	Time	Buyer/Tenant
<u>Seller/Landlord</u>	Date	Time	Buyer/Tenant

CONFIRMATION REGARDING REAL ESTATE AGENT RELATIONSHIP *This form does not constitute a contract for services.*

Property Address: 324 N. 7th Street, Las Vegas, NV

In the event any party to the real estate transaction is also represented by another licensee who is affiliated with the same Company, the Broker may assign a licensee in act for each party, respectively. As set forth within the Duties Owed form, no confidential information will be disclosed. This is ☐ is not ☒ such a transaction.

I/We confirm the duties of a real estate licensee of which has been presented and explained to me/us.

My/Our representative's relationship is:

<u>N/A</u> is the AGENT of <input type="checkbox"/> Buyer Exclusively <input type="checkbox"/> Both Buyer & Seller <input checked="" type="checkbox"/> Broker Exclusively?	<u>Synd Liman</u> is the AGENT of <input checked="" type="checkbox"/> Buyer Exclusively <input type="checkbox"/> Both Buyer & Seller <input type="checkbox"/> Seller Exclusively?
--	---

- (a) IF LICENSEE IS ACTING FOR MORE THAN ONE PARTY IN THIS TRANSACTION, you will be provided a copy of this Act Form for your review, consideration and approval or rejection. A licensee can legally represent both the Lessor and Lessee in a transaction but ONLY with the knowledge and written consent of BOTH the Lessor and Lessee.
- (b) A licensee, who is acting for the Lessor exclusively, is not representing the Lessee and has no duty to advocate or negotiate for the Lessee.
- (c) A licensee, who is acting for the Lessee exclusively, is not representing the Lessor and has no duty to advocate or negotiate for the Lessor.

PRIORITY ONE COMMERCIAL Seller/Landlord's Company By <u>Julie D. Collins</u> Date <u>9-08-04</u> Time <u>8:30</u> <u>Seller/Landlord</u> Date _____ Time _____ <u>Seller/Landlord</u> Date _____ Time _____	PRIORITY ONE COMMERCIAL Buyer/Tenant's Company By <u>Synd Liman</u> Date <u>9-08-04</u> Time <u>5:00</u> <u>Buyer/Tenant</u> Date _____ Time _____ <u>Buyer/Tenant</u> Date _____ Time _____
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AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Amended and Restated Interlocal Agreement between the City of Las Vegas (CLV) and the Clark County Library District (District) to sublet seven acres of City leased land from the Bureau of Land Management (BLM) to the District as a library facility located at the northwest corner of Rome Boulevard and Buffalo Drive, APN 125-21-701-011 - Ward 6 (Mack)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

CLV and District wish to amend the 12/18/02 Interlocal Agreement to permit the transfer of library sites across Deer Springs Way adjacent to the existing site. The District will relinquish existing site and CLV will grant a Use and Occupancy Permit for the alternative site to District subject to BLM's approval. CLV will expand the Northwest boundary of the alternate site to increase the size to 7 acres. CLV will submit proposed Kyle Canyon library plans to BLM. The term is 50 years with a 49-year renewal option.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Amended and Restated Interlocal Agreement
2. Interlocal Agreement

MOTION:

COUNCILMAN WOLFSON recommended Item 3 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, recapped the agreement, under Item 2 which was to give seven acres at Centennial Park, to build a library, in exchange for the City to receive land where the Durango "S curve" is to be built. The site originally promised has now changed and the City will now exchange a different, piece of vacant land. DANIEL WALTERS, appeared on behalf of the Library District and noted his agreement.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:03 - 3:05)

1-74

**AMENDED AND RESTATED INTERLOCAL AGREEMENT TO
SUBLET SEVEN ACRES AS A LIBRARY FACILITY**

THIS AGREEMENT (the "Agreement") made and entered into this ____ day of _____, 2004, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and the LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, a political subdivision of the State of Nevada, hereinafter called "District,"

WITNESSETH:

WHEREAS, On December 18, 2002, City and District (collectively the "Parties") entered into the *Interlocal Agreement To Sublet Seven Acres As A Library Facility* (the "Original Agreement") to establish a library for the public in the northwest area of the Las Vegas Valley; and

WHEREAS, subsequent to entering into the Original Agreement, the City notified the District of the City's desire to expand the design of the proposed leisure center and in order to do so, City would need to encroach on the seven (7) acre library site. The City requested that the District consider an alternative site for the library within the City's master development plan for Centennial Hills Park; and

WHEREAS, the District has conducted a thorough analysis of the merits of the proposed alternative site and obtained the *Deer Springs Library Site Proposed Transfer Evaluation* (the "Transfer Evaluation") from its consultant, RAFI: Planning, Architecture and Urban Design, in order to analyze the proposed transfer of the library site set forth in the Original Agreement (the "Existing Site") to the alternative site across Deer Springs Parkway adjacent to the Existing Site (the "Alternative Site"), all as shown on Plate 8 of the Transfer Evaluation; and included herein as Exhibit A; and

WHEREAS, the Parties desire to transfer and exchange the library site set forth in the Original Agreement from the Existing Site, to the Alternative Site as shown on Plate 8 of the Transfer Evaluation, on the terms and conditions set forth in this Agreement and included herein as Exhibit A; and

WHEREAS, the Parties have the authority to enter into Interlocal Agreements pursuant to NRS 277.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the Parties hereto that the Original Agreement be amended and restated as follows:

I

TRANSFER OF LIBRARY SITES

District hereby relinquishes all of its rights in the Existing Site to the City, and City hereby grants a use and occupancy permit for the Alternative Site to the District, subject to approval by the authorized officer of the United States Bureau of Land Management ("BLM"). District shall use the Alternative Site for the purpose of establishing thereon a facility which will consist of a public library and related activities. City shall expand the northwest boundary of the Alternative Site to increase the net acreage of the Alternative Site to 7-acres.

II

CONSIDERATION

As additional consideration for the transfer of sites, City has included in its submission to BLM for the provision of public lands needed in the Kyle Canyon Gateway Area, a request for 5-acres for an additional library site in such area once the entire area of approximately 1755-acres is auctioned for private development. City shall continue to maintain such 5-acre request in its submissions to BLM concerning the Kyle Canyon Gateway Area, and shall take such reasonable measures to secure such parcel for the District as City is taking to secure the other lands in such area for City and School purposes. City shall keep District informed at all times concerning the acquisition of such 5-acre parcel for the District for library purposes.

III

DURATION

The term of this Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the ____ day of _____, 2054 ("Termination Date"), whereupon all rights and interests enjoyed by District pursuant to the terms hereof shall also cease and be relinquished to City, except as is otherwise provided in Paragraph IV hereof.

Should District have constructed and paid for any improvements on the Alternative Site which are still utilized on the Termination Date of said Lease, City and District shall determine a fair market value for said improvements and upon payment by City to District, title to said improvements shall pass to City. In such event, District shall maintain its rights to the 5-acre library parcel described in Section II above.

IV

OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, District shall have the option to renew this Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the Termination Date of said term; provided, however, that District shall give City written notice of its intention to exercise said option at least one hundred and twenty (120) days prior to the expiration of said term.

V

MAINTENANCE AND REPAIRS

District shall, at all times during the existence of this Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition all of the improvements which District constructs on or in the Alternative Site.

VI

INDEMNIFICATION

A. Subject to the limitations of liability set forth in NRS Chapter 41, District agrees to indemnify and save City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the construction or existence of the improvements which District constructs upon the Alternative Site, the use or occupancy of the Alternative Site or of said improvements by District or by its officers, agents, employees or contractors.

B. Subject to the limitations of liability set forth in NRS Chapter 41, City agrees to indemnify and save District, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of the construction or existence of the improvements which City constructs upon the other property surrounding the Alternative Site, the use or occupancy of such other property or of said improvements by City or by its officers, agents, employees or contractors.

VII

INSURANCE

A. Prior to its occupancy of the Alternative Site, District shall, at its sole cost and expense, obtain and thereafter, at all times during which this Agreement is in force and effect, maintain bodily liability insurance covering the Alternative Site and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after District serves the notice which is provided for in paragraph XII hereof that it intends to occupy the Alternative Site, and as a condition to this Agreement's continuing in force and effect, District shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as

though separate policies had been written for City and District. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

VIII IMPROVEMENTS

District agrees to construct improvements on the Alternative Site for the purpose of establishing a facility to house a library and associated parking for library purposes all of which shall be designed and constructed in conformance with all building codes and City ordinances in effect within the corporate boundaries of City (collectively the "City Code"), and to provide the City with notification of its intent to build a minimum of 120 days prior to construction. District further agrees to install and maintain, at its sole cost and expense all of the necessary connections to public utility lines pursuant to Section 14, Paragraph B and to pay all of the expenses incurred in the use of said utilities.

IX NOTICES

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

CITY	Real Estate & Asset Management City of Las Vegas 400 Stewart, 4 th Floor Las Vegas, NV 89101 Telephone (702) 229-1020
------	--

DISTRICT	Executive Director Las Vegas-Clark County Library 833 Las Vegas Boulevard North Las Vegas, Nevada 89101 Telephone (702) 507-3610
----------	--

X ASSIGNMENT AND SUBLEASE

District hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Alternative Site or any portion thereof, except to another subsequent governmental entity with the consent of the City. Any assignment or sublease contrary to the provisions of this Paragraph X shall be null and void and such Alternative Site shall revert back to the City.

XI
LAWS AND REGULATION

District shall keep and maintain the Alternative Site in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Alternative Site or of the activities contemplated hereby) during the existence of this Agreement.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

District may occupy the Alternative Site, for the purpose of planning the construction of the improvements which are provided for in paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon City at ten (10) days prior to the intended date of occupancy. District shall also provide the notice of construction required by Section VIII above.

XIII
JOINT PLANNING

A. Parties hereto shall jointly agree in the development of the Master Plan for Centennial Hills Park (the "Park") of which the Alternative Site is a portion. To effectuate this intent, each Party shall have a representative of its own choosing on the other Party's design team. The Parties shall use the Transfer Evaluation in the planning and design of the overall Centennial Hills Park. The ultimate design and construction of the Park shall be governed by the City Code.

B. Each Party herein agrees to develop sufficient independent parking required for its facilities developed within the Park.

C. City agrees to help effectuate a pedestrian walkway connecting District facilities with those of City. This Agreement, however, recognizes that District's and City's primary parking shall be distinct and separate from each other and the traffic plan for ingress and egress shall take into account said parking and access thereto.

D. Within 120 days upon receipt of request by District, or as requested by City, and approved by District within 120 days upon receipt of City's request, City shall provide required fill and perform the rough grading of the Alternative Site pursuant to the Park drainage study and to achieve the grades shown on Plate 15 of the Transfer Evaluation, incuded herein as Exhibit B, and City hereby reserves the right of entry to perform such work. As part of said work, an underground drainage pipe shall be installed on the southwest edge of the Alternative Site adjacent to Deer Springs Parkway, and an easement for such drainage pipe is hereby reserved for the Regional Flood Control District, and shall be memorialized and delivered in the form approved by the City. Plans for said improvements on Alternative Site shall be approved by District prior to construction. City shall coordinate said improvements with District's development of improvements outlined in Section VIII above to assure optimal scheduling of projects.

E. The City shall provide approval for the proposed site and signage walls identified for both Alternative Site entrances developed in the Transfer Evaluation. The signage wall at the northern entrance to the park site and library property at Deer Springs shall not exceed 800 square feet in surface and with a maximum height of 20 feet.

F. Under all conditions, the District shall retain all rights to planning, design, and use of construction materials, color and landscaping without limitation as part of this Agreement per City Code.

XIV

OFFSITE IMPROVEMENTS AND UTILITIES

A. Within 120 days upon receipt of request by District, or as requested by City, and approved by District within 120 days upon receipt of City's request, City shall provide planning and development including all costs to pay for, construct and develop those offsite improvements necessary for District to occupy and build on the Alternative Site. Said improvements include, but are not limited to, traffic lights, crosswalks, turn lanes, and (if the Regional Transportation Commission elects to extend a bus route to the Park prior to development) bus turnout, relative to the Alternative Site. Plans for said improvements on Alternative Site shall be approved by District prior to construction. City shall coordinate said improvements with District's development of improvements outlined in Section VIII above to assure optimal scheduling of projects.

B. Within 120 days upon receipt of request by District, or as requested by City, and approved by District within 120 days upon receipt of City's request, City shall provide on the Alternative Site all utilities underground to a location 5 feet inside of the inside face of the sidewalk and capped for future use. Plans for said improvements on Alternative Site shall be approved by District prior to construction. City shall coordinate said improvements with District's development of improvements outlined in Section VIII to assure optimal scheduling of projects.

XV

GEOTECHNICAL TESTING

A. The City shall provide the District with a site assessment and certificate of compliance that all surface and subsurface trash, debris and hazardous materials have been removed from the Alternative Site and any and all site mitigation requirements have been performed so that the Alternative Site is acceptable for development and future construction.

B. When testing is complete, City shall provide the Alternative Site to District in a clean and level graded condition prior to District acceptance of the Alternative Site.

C. City shall provide geotechnical, soil and engineering studies at its own expense verifying District's ability to build on the Alternative Site within one year of execution of this Agreement. District shall approve the method, manner and personnel for said studies.

D. Prior to the District's development and construction of improvements on the Alternative Site, if subsurface trash, debris and hazardous materials are found, the City is responsible for removal and all required site mitigation necessary to make the Alternative Site acceptable for development and construction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS

By _____
OSCAR B. GOODMAN, MAYOR

ATTEST:

BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:
Thomas R. Green 9/13/04
DEPUTY CITY ATTORNEY DATE

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

By _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

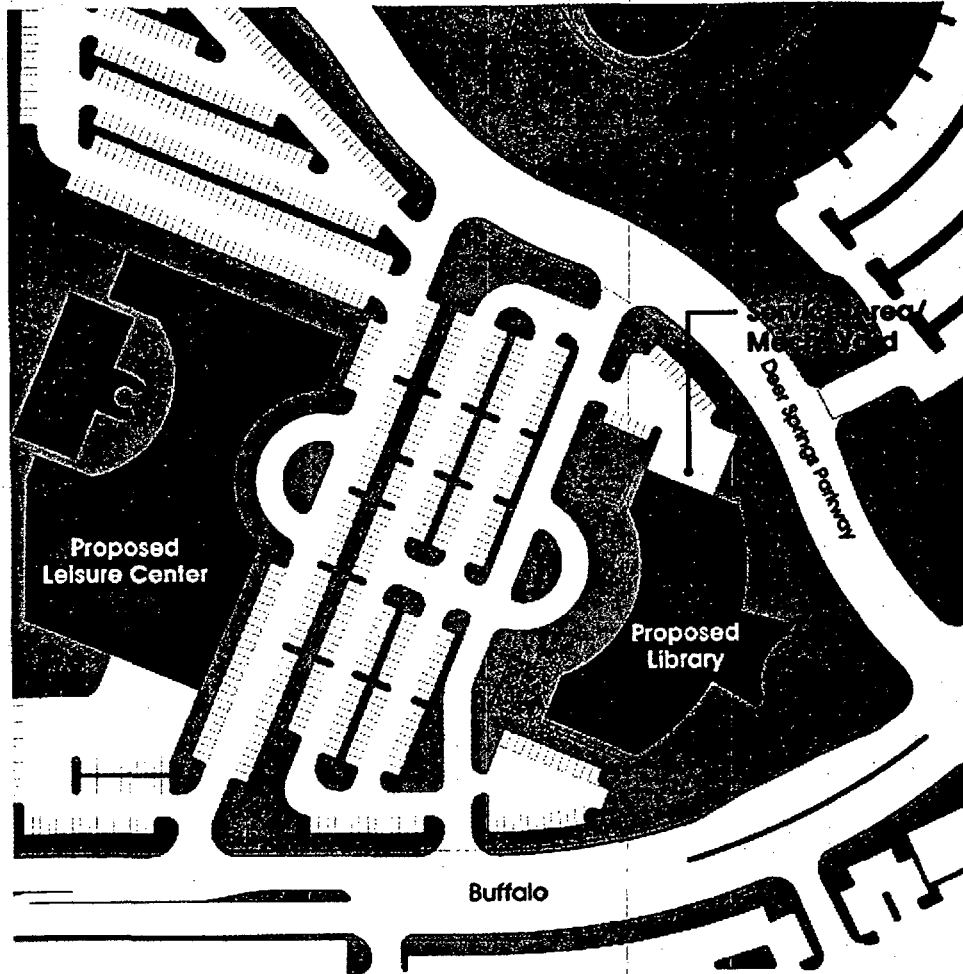
LIBRARY DISTRICT COUNSEL DATE

APPROVED:

BUREAU OF LAND MANAGEMENT

EXHIBIT "A"

Existing Site Scheme



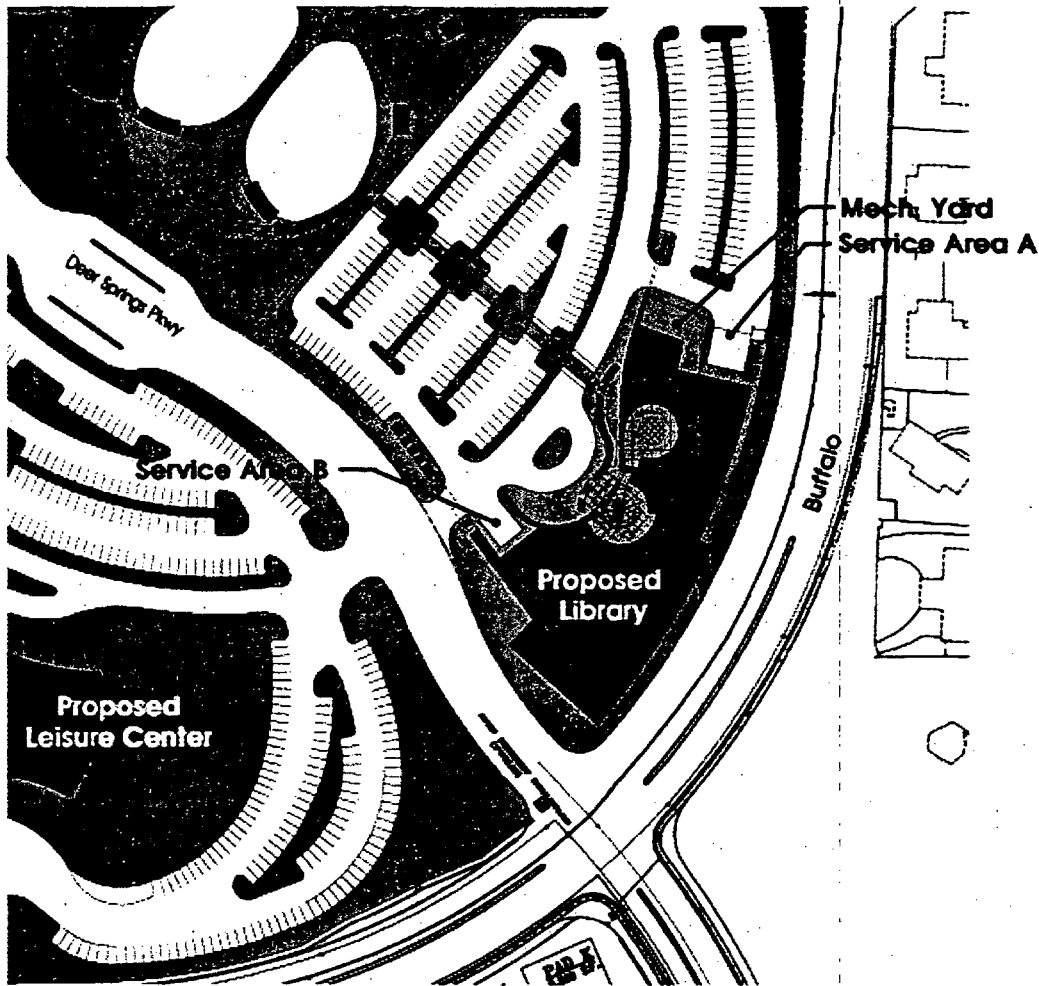
Acres: 7.0
Building Square Footage: 40,000
Parking: 233
Finish Floor Elevation: 2408 feet

Parcel Number: 12521701005
Zoning Jurisdiction: Las Vegas 89131
Classification: Undeveloped/Town Center (U(TC))
Approved Zoning: C-V
Census Tract: 3301
100 Year Flood Zone: No



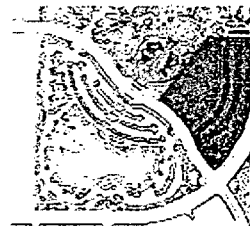
EXHIBIT "A"

Proposed Alternative Site Scheme



Acres: 6.6
Building Square Footage: 45,000
Parking: 278
Finish Floor Elevation: 2403.5 feet

Parcel Number: 12521701005
Zoning Jurisdiction: Las Vegas 89131
Classification: Undeveloped/Town Center (U(TC))
Approved Zoning: C-V
Census Tract: 3301
100 Year Flood Zone: No



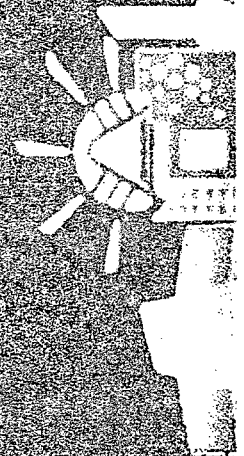
Key Plan



Deer Springs Library Site Proposed Land Transfer Evaluation

Location

Deer Springs
Parkway
& Buffalo



Las Vegas - Clark County Library District

Site Comparisons



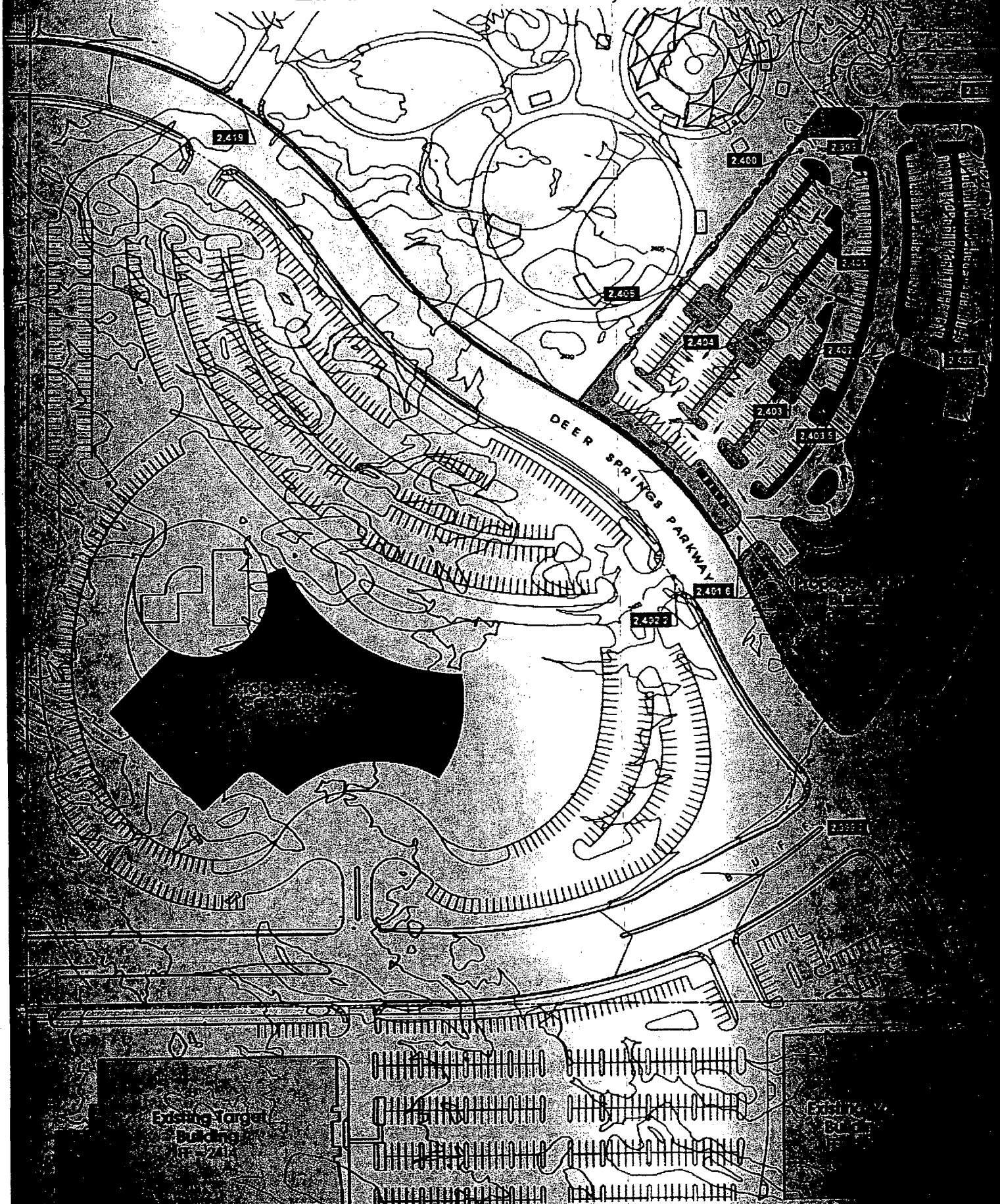
Planning
Architecture
Urban Design

2450 East Tonopah Ave., Suite 103
Las Vegas, NV 89119
PH: 702.435.7234 FAX: 702.435.6472
info@rafi-nv.com
www.rafi-nv.com



PLATE
8

EXHIBIT "B"
Land Transfer Evaluation, Plate 15



**INTERLOCAL AGREEMENT TO
SUBLET SEVEN ACRES AS A LIBRARY FACILITY**

THIS AGREEMENT made and entered into this 18 day of December 2002, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and the LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, a political subdivision of the State of Nevada, hereinafter called "District,"

WITNESSETH:

WHEREAS, City is the lessee from the (Bureau of Land Management "BLM") with an option to purchase certain real property situated within its corporate boundaries, and depicted on the site map in Exhibit "A" attached hereto and by this reference made a part hereof (the "Premises" herein), which is approximately seven acres in size as depicted on the site map attached as Exhibit "B" and made a part hereof (the "Leased Premises" herein) and located at the northwest corner of Rome Boulevard and Buffalo Drive in Las Vegas, Nevada; and

WHEREAS, District desires to establish a library for the public in the northwest area of the Las Vegas Valley; and

WHEREAS, City deems it to be in its best interests to promote and foster District's intent to establish a library for the enjoyment and the education of the public; and

WHEREAS, the District, in November of 1999 commissioned a site study to determine the need for an optimum site for a branch library in the NW quadrant of City; and

WHEREAS, it was determined by District that the BLM site at the northwest corner of Tropical Parkway and Durango Drive would fulfill the requirements of the above site study; and

WHEREAS, the District obtained said 15 acre library site at the north west corner of Tropical Parkway and Durango as depicted on the site map attached as Exhibit "C" from the BLM through a lease agreement dated July 3, 2000; and

WHEREAS, the City via correspondence dated October 9, 2001 to District advised District of City's request for District's consent for a right-of-way grant with the BLM for City realignment for Durango Drive; and

WHEREAS, District responded to City via correspondence on December 18, 2001 denying said easement request on the basis that the proposed realignment of Durango would absolutely prevent District from utilizing the 15 acre site as a library, but offering to consider alternative sites proposed by City; and,

WHEREAS, the City proposes to lease to District a portion of the "Centennial Hills Park" site as described on Exhibit "B" hereto and referred to as the Leased Premises; and,

WHEREAS, the District has determined it can locate the new library on a smaller parcel on the "Centennial Hills Park" site than provided by its original 15 acre BLM lease and desires to work cooperatively with the City to develop the alternative site as described in Exhibit "A"; and

WHEREAS, the parties hereto have determined that the Premises are an adequate site for the said proposed library providing certain development conditions are met as outlined in this Agreement; and

WHEREAS, both entities signatory to this Agreement have the authority to enter into Interlocal Agreements pursuant to NRS 277.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

I

DEMISE OF PREMISES

A. City hereby sublets the Leased Premises to District, and District hereby sublets the same from City. District shall use the Leased Premises for the purpose of establishing thereon a facility which will consist of a public library and related activities. Said Leased Premises shall be as depicted on Exhibit "B" attached hereto and incorporated herein.

B. The Leased Premises is a portion of that parcel of land referred to by the City as Centennial Hills Park. Said park parcel, including the Leased Premises, is to be used for the purpose of constructing several public facilities such as a Recreation Center, Community Center, Library, and Park. It is further understood that every effort shall be made to commence phasing of this work referred to above on or before June 1, 2004.

II

CONSIDERATION

As consideration for the herein lease and option, District shall relinquish its lease on the 15 acre library site at the northwest corner of Tropical Parkway and Durango Drive and depicted on Exhibit "C" to the Bureau of Land Management (BLM), in favor of the City of Las Vegas in order that the City can include said site as part of the Durango "S" Curve Road Project Project.

III

DURATION

The term of this Agreement shall be fifty (50) years, commencing upon the execution hereof and extending to and including the ~~17th~~ day of ~~December~~, 2052 ("Termination Date"), whereupon all rights and interests enjoyed by District pursuant to the terms hereof shall also cease, except as is otherwise provided in Paragraph IV hereof.

Should District have constructed and paid for any improvements on the Leased Premises which are still utilized on the Termination Date of said Lease, City and District shall determine a fair market value for said improvements and upon payment by City to District, title to said improvements shall pass to City.

IV

OPTION TO RENEW

It is understood and agreed that at the end of said fifty (50) year term, District shall have the option to renew this Agreement upon the same terms and conditions as set forth herein for an additional period of forty-nine (49) years from the Termination Date of said term; provided, however, that District shall give City written notice of its intention to exercise said option at least one hundred and twenty (120) days prior to the expiration of said term.

V

MAINTENANCE AND REPAIRS

District shall, at all times during the existence of this Agreement and at its own cost and expense, repair and maintain, in a good, safe and substantial condition all of the improvements which District constructs on or in the Leased Premises.

VI

INDEMNIFICATION

A. Subject to NRS Chapter 42, District agrees to indemnify and save City, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of City's execution of this Agreement, the construction or existence of the improvements which District constructs upon the Premises, the use or occupancy of the Leased Premises or of said improvements by District or by its officers, agents, employees or contractors.

B. Subject to NRS Chapter 42, City agrees to indemnify and save District, its officers, agents and employees, harmless from and against any and all liability, loss, damage, cost, claims, liens, judgments or demands of any kind whatsoever which it or they may incur, suffer or be required to pay by reason of death, disease or bodily injury which results to any person, or of injury or damage to or destruction or loss of any property, which may arise as a result of District's execution of this Agreement, the construction or existence of the improvements which City constructs upon the Premises, the use or occupancy of the Premises or of said improvements by City or by its officers, agents, employees or contractors.

VII

INSURANCE

A. Prior to its occupancy of the Leased Premises, District shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property

damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

Within five (5) days after District serves the notice which is provided for in paragraph XII hereof that it intends to occupy the Leased Premises, and as a condition to this Agreement's continuing in force and effect, District shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and District. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

VIII IMPROVEMENTS

District agrees to construct improvements on the Leased Premises for the purpose of establishing a facility to house a library and assoiated parking for library purposes which shall conform to all building codes in effect within the corporate boundaries of City, and to provide the City with notification of its intent to build a minimum of 120 days prior to construction. District further agrees to install and maintain, at its sole cost and expense all of the necessary connections to public utility lines and to pay all of the expenses incurred in the use of said utilities.

District will also agree to align one of its driveway entrances/exits opposite of one of the driveway entrances/exits of the retail store currently being constructed directly across the street, known as Buffalo Drive, so the future placement of a traffic signal light will coordinate traffic effectively in both directions. The traffic engineering division shall determine the optimal location of the signal light and will work with the District during the design phase to furnish the necessary information well in advance of final design plans.

IX NOTICES

Any notice which may be, or is required to be, given under the provisions hereof shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

CITY	Real Estate & Asset Management City of Las Vegas 400 Stewart, 4 th Floor Las Vegas, NV 89101 Telephone (702) 229-1020
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DISTRICT	Executive Director Las Vegas-Clark County Library 833 Las Vegas Boulevard North Las Vegas, Nevada 89101 Telephone (702) 507-3610
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X
ASSIGNMENT AND SUBLEASE

District hereby agrees not to assign or sublet any of its rights or duties hereunder or to sublet the Leased Premises or any portion thereof, except to another subsequent governmental entity. Any assignment or sublease contrary to the provisions of this Paragraph X shall be null and void and such Leased Premises shall revert back to the City.

XI
LAWS AND REGULATION

District shall keep and maintain the Leased Premises in a clean and healthful condition and in compliance with all existing or hereafter enacted laws, statutes, ordinances, order, rules and regulations (federal, state, municipal or other governmental agencies which have jurisdiction over the Leased Premises or of the activities contemplated hereby) during the existence of this Agreement.

XII
COMMENCEMENT OF RIGHT TO OCCUPY

District may occupy the Leased Premises, for the purpose of commencing the construction of the improvements which are provided for in paragraph VIII above and for all other purposes, on the date which is stated in a written notice served upon City at least ten (10) days prior to the intended date of occupancy.

XIII
JOINT USE

A. Parties hereto shall jointly agree to the development of the Master Plan for the area referred to as Exhibit A of "Centennial Hills Park". To effectuate this Interlocal Contract and understanding, each party shall have a representative of their own choosing on the other party's design team.

B. Each party herein agrees to develop sufficient parking required for their facilities developed within the area represented as Exhibit A and Exhibit B and to orient their buildings, especially the main doors or entry way, for ingress and egress to that party's primary parking area.

C. District agrees to help effectuate a pedestrian walkway connecting District facilities with those of City. Said agreement, however, recognizes that District's and City's primary parking shall be distinct and separate from each other and the traffic plan for ingress and egress shall take into account said parking and access thereto.

XIV

OFFSITE IMPROVEMENTS AND UTILITIES

A. City shall provide, pay for, construct and develop those offsite improvements necessary for District to occupy and build on the Leased Premises. Said improvements include, but are not limited to, traffic lights, crosswalks, and turn lanes relative to the Leased Premises.

B. City shall provide on the Leased Premises all utilities underground to a location 5 feet inside of the inside face of the sidewalk and capped for future use.

XV

GEOTECHNICAL TESTING

A. The City shall provide the District with a site assessment and certificate of compliance that all surface and subsurface trash, debris and hazardous materials have been removed from the Leased Premises represented by Exhibit B and any and all site mitigation requirements have been performed so that the Leased Premises is acceptable for development and future construction.

B. When testing is complete, City shall provide the District Leased Premises represented by Exhibit B in a clean and level graded condition prior to District acceptance of Leased Premises.

C. City shall provide geotechnical, soil and engineering studies at its own expense verifying District's ability to build on Leased Premises within one year of execution of this Agreement. District shall approve the method, manner and personnel for said studies.

...

...


D. Prior to the Districts development and construction of improvements on the Leased Premises, if subsurface trash, debris and hazardous materials are found, the City is responsible for removal and all required site mitigation necessary to make the Leased Premises acceptable for development and construction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF LAS VEGAS

By 
OSCAR B. GOODMAN, MAYOR

ATTEST:

ATTEST:

 BARBARA JO RONEMUS, CITY CLERK

APPROVED AS TO FORM:

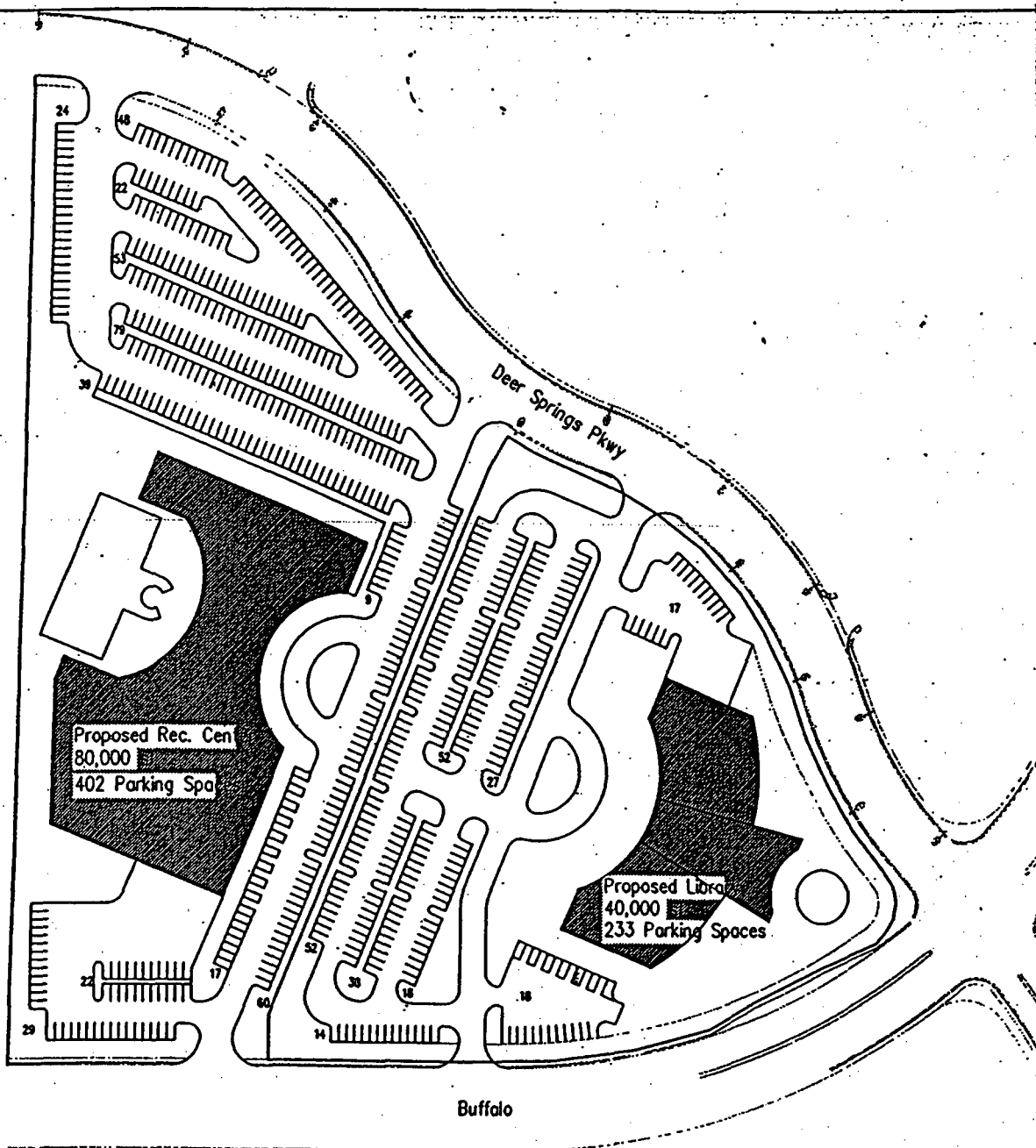
Robert S. Sporn for TP 10/28/02
DEPUTY CITY ATTORNEY DATE

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

By: James L. Waller
Title: Executive Director

ATTEST:

[Signature]
APPROVED AS TO FORM:

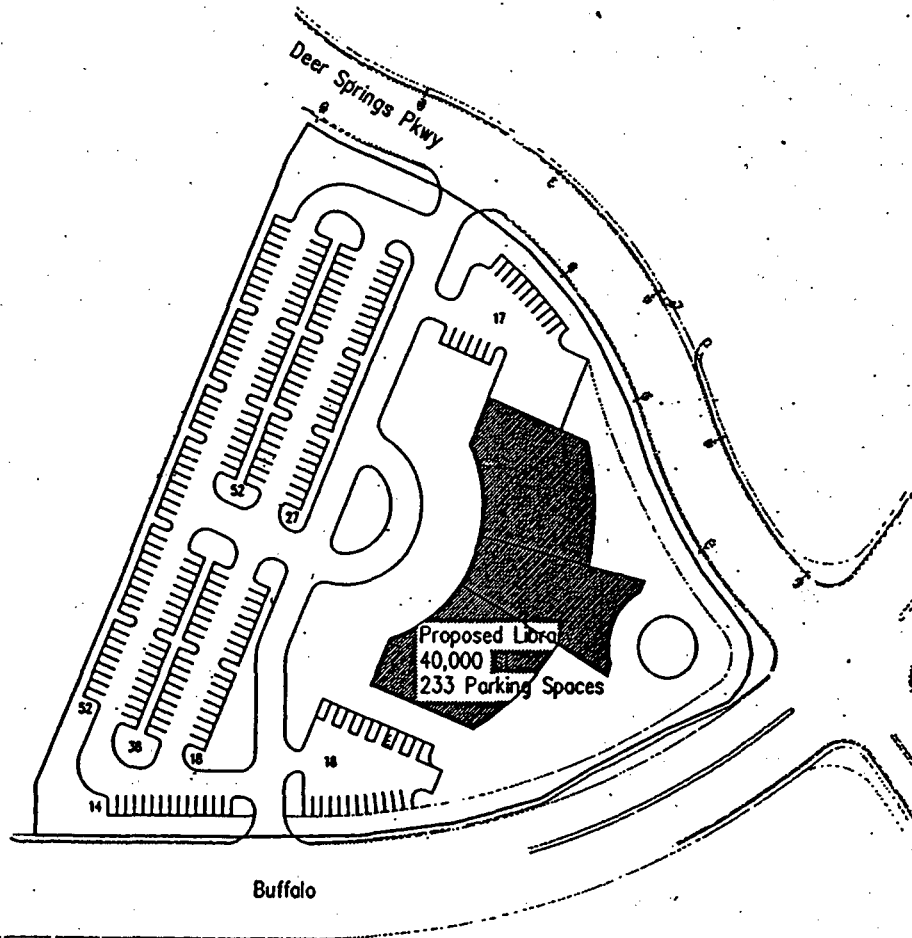


Deer Springs Proposed Library Site Layout

Option #3 (W/OVERLAY)

Lot Area: 7.0 acres





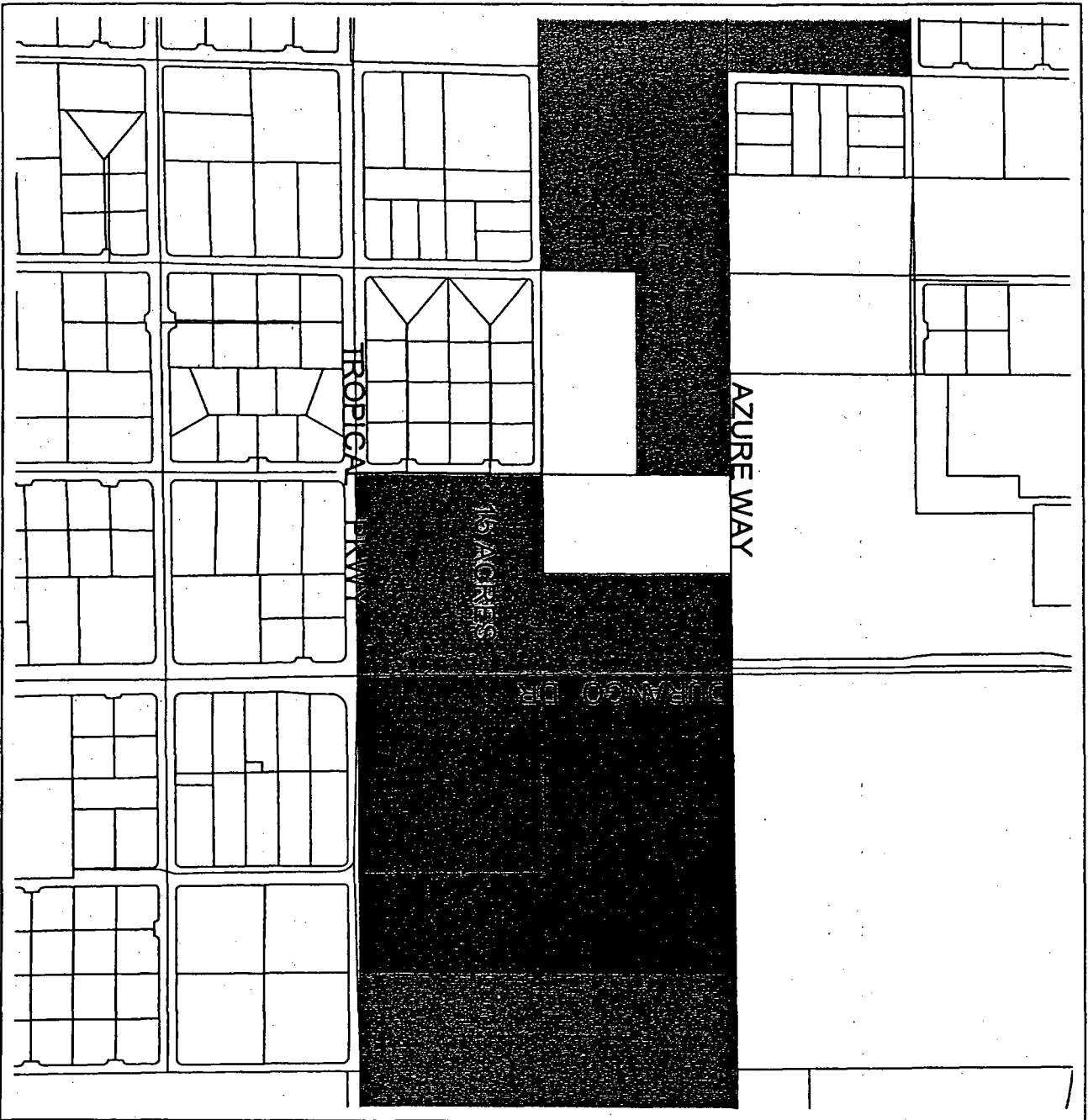
Deer Springs Proposed Library Site Layout

Option #3 (W/OVERLAY)









Lot Area: 7.0 acres

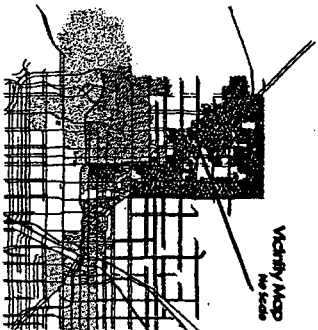


EXHIBIT "C"



Site Map

-  15 Acre Library Site
-  Street Centerline
-  BLM Properties
-  Leased
-  Applied
-  City of Las Vegas
-  USA
-  Parcels



Real Estate & Asset Management



Date of Draft: 2002/10/23

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Land Lease Agreement with Nextel Communications, Inc., for a cellular tower to be located at 6208 Hargrove, commonly known as the Mirabelli Community Center (\$580,512 revenue for duration of contract - Real Estate) - Ward 1 (Moncrief)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

This contract is for Nextel to construct an antenna atop an existing monopole and add an equipment shelter and matching block wall/gate on 525 square feet. Nextel shall pay the City of Las Vegas a one-time administrative fee of \$1,000. The initial term is for five years with three five-year options. The Lease does not preempt the standard approval process that Nextel needs to go through with the Planning Department for approval of the permits.

RECOMMENDATION:

Staff recommends approval.

BACKUP DOCUMENTATION:

Land Lease Agreement

MOTION:

COUNCILMAN WOLFSON recommended Item 4 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, stated that the sale site agreement is for Nextel to be included on an existing 70-foot pole along with Verizon. He said the pole is located right along I-95 where business' are on one side and the Mirabelli Community Center is on the other so it will not be visible from the freeway. Nextel would build another 10-by-10 shelter building beside Verizon's, and he recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:05 - 3:06)

1-128

LAND LEASE AGREEMENT/CELL TOWER

This Land Lease Agreement (hereinafter "Lease") is made this _____ day of _____, 2004, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor") and Nextel of California, DBA Nextel Communications, Inc. (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor has identified public land where Wireless Communications System facilities can be located which will not interfere with the existing public use of said land; and

WHEREAS, Lessee is in need of Wireless Communications System facilities, including, but not limited to a monopole tower, equipment shelter, and security fencing at the same location; and

WHEREAS, the public land is located within the boundaries of 6208 Hargrove Avenue, Las Vegas, NV, commonly known as Mirabelli Park & Community Center, generally located in the area bounded by Hargrove Avenue and Elton Avenue; and

WHEREAS, the facilities proposed to be constructed by Lessee will allow business and residential subscribers to access and/or make telephone calls to each other using wireless communications devices; and

WHEREAS, the Lessor has determined that entering into a Lease of public land at the aforementioned location, permitting Lessee to construct the above-referenced Wireless Communications System facilities thereon for its own use as well as use by Sublessees, under terms and conditions that will not interfere with the public's existing use of said land, will benefit the public.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PARTIES:

The parties to this Lease are the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter "Lessor"), and Nextel of California, DBA Nextel Communications, Inc (hereinafter "Lessee").

2. DEFINITIONS:

As used in this Lease the following terms, when capitalized, have the meaning indicated:

- 2.1 "Backhaul Network" means the physical network that connects cells to a central switching point or the Public Switch Telephone Network ("PSTN").
- 2.2 "Cell Site" means the location of a transmitter/receiver and Backhaul Network interface, which provides telephone or telecommunications type service to subscribers. The locations include whole mounted receiver/transmitter units, receiver/transmitter units located on new or existing antenna structures, receiver/transmitter units located in buildings and on rooftops.
- 2.3 "FCC" means the Federal Communications Commission or its legally appointed successor.

- 2.4 "Hazardous Materials" means any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Nevada, or the United States Government, including, but not limited to, any material or substance which is 1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous water," or "restricted hazardous waste" under any provision of state or local law, 2) petroleum, 3) asbestos, 4) polychlorinated biphenyl, 5) radioactive material, 6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. State Statute 1251 et seq. (33 U.S.C. State Statute 1317), 7) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. State Statute 6901 et seq. (42 U.S.C. State Statute 9601 et seq. (42 U.S.C. State Statute 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.
- 2.5 "Manager" means the City Manager or his or her designee.
- 2.6 "Wireless Communications System" means any system which uses a form of cellular telephone or other form of wireless communication which allows business and residential subscribers to access and/or make telephone calls for voice or data through the Wireless Communications System or over the Public Switched Telephone Network ("PSTN") using small cordless telephone devices which communicate with limited range cells (transmitter/receiver) connected to a Backhaul Network.

3. PREMISES:

- 3.1 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor approximately 525 square feet of property located at 6208 Hargrove Avenue, Las Vegas, NV, commonly known as Mirabelli Park & Community Center, generally located in the area bounded by Hargrove Avenue and Elton Avenue, (hereinafter "Premises"). A description of the Premises, as depicted on the Site Map and Aerial Site Map, attached hereto and incorporated herein as Exhibit "A" and Exhibit "A-1". The Premises are leased for the express purpose of Lessee constructing, operating, and maintaining a Wireless Communications System facility in accordance with the terms and conditions set forth herein. All facility plans must be approved by the City and meet all applicable building codes and

requirements, as provided in Section 8.1. Construction may include, but not be limited to, a mounting of antennae on Verizon's existing monopole, equipment shelter, and matching block wall and gate, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C". Lessee shall be responsible for drainage within the shelter area, removal of the existing light pole on the East side and provide Lessor with CAD files for approval. Construction on Premises is restricted to commence no sooner than October 15, 2004, and conclude no later than December 31, 2004.

4. TERM:

- 4.1 The initial term of this Lease is five (5) years. The term will begin on the first day of the month following 90 days after the date of the execution of this Lease by Lessor (hereinafter "Commencement Date") and terminate five (5) years thereafter (hereinafter "Termination Date").
- 4.2 Additionally, Lessee shall have the right to renew this Lease for three (3) additional terms of five (5) years. This Lease shall automatically be extended for each successive renewal term, unless Lessee notifies Lessor in writing of its intention not to renew at least ninety (90) calendar days prior to the end of the term then existing.

5. RENTAL PAYMENT:

- 5.1 The total rental payment for the First year of the term of this Lease shall be One Thousand Eight Hundred and No/100ths Dollars (\$1,800.00) per month paid monthly in advance. The first rental payment shall be due within fifteen (15) days of the Commencement Date and on the first (1st) of each month thereafter. Rent payment not paid by the fifteenth (15th) of the month shall be considered late and the Lessor may charge a late fee equal to five percent (5%) of the amount due.
- 5.2 Beginning with the Second year of the Lease Term and every year thereafter, including during any renewal terms, the then-current monthly rental fee shall be adjusted by multiplying the immediately preceding term, for which the rent has remained constant, by three percent (3%).
- 5.3 Each renewal term will have its own rent terms. The "Rental Fees" schedule, attached hereto as Exhibit "B" – Rental Schedule of this Lease, will detail the rent for the original term and each subsequent renewal term.
- 5.4 As additional consideration of this Lease, Lessee shall prepay to Lessor a one-time administrative payment in the amount of One Thousand and No/100ths Dollars (\$1,000.00).

6. INGRESS, EGRESS AND UTILITY EASEMENT:

- 6.1 Lessor hereby grants to Lessee an easement for ingress, egress, regress and utilities over properties of Lessor adjacent to the Premises for construction and maintenance of the structures on the Premises, for the installation, construction, and maintenance of underground and above ground telephone, telegraph, and power lines in connection with its use of the Premises and for access to the Premises from a public road (hereinafter "Easement"). The term of this Easement shall commence upon the Commencement Date of this Lease and shall continue until the last to occur of (i) expiration of the Lease Term, or (ii) removal by Lessee of all of its property from the Premises, not to exceed thirty (30) calendar days, after expiration of the Lease Term. The location of the Easement shall be agreed upon by the parties not later than ninety (90) calendar days after the date of execution of this Lease and shall be included in any recorded Memorandum of this Lease. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises without notice to Lessor twenty-four (24) hours a day, seven (7) days a week, at no charge. In addition, at Lessee's request and expense, this Easement shall be set forth in a separate Easement Agreement which Lessor and Lessee agree to execute and which Lessee shall have recorded as an encumbrance on the property of Lessor and be binding upon all subsequent owners, successors and assigns.

7. TITLE AND QUIET POSSESSION:

- 7.1 Lessor represents and covenants that Lessor owns the Premises and property subject to the Easement in fee simple, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those which currently appear in the chain of title and are reported as exceptions on the commitment for title insurance which Lessee may obtain. As a condition to Lessee's obligation hereunder Lessor will, within ten (10) business days of the date of execution of this Lease, execute and obtain from the holder of any lien an Attornment and Nondisturbance Agreement or a Subordination Agreement in form acceptable to Lessee.
- 7.2 Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises and Easement throughout the Lease Term.

8. USE OF THE LICENSED PREMISES, PERMITS, AND LIENS:

- 8.1 Lessee shall use the Premises for the purpose of constructing, maintaining, and operating a Wireless Communications System. Lessee shall have the right to construct a mounting of antennae on Verizon's existing monopole, equipment shelter, and matching block wall and gate, and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C". Lessee shall be responsible for drainage within the shelter area, removal of the existing light pole on the East side and provide Lessor with CAD files for approval. Construction on Premises is restricted to commence no sooner than October 15, 2004, and conclude no later than December 31, 2004 and to install and maintain necessary utility wires and transmission lines and air conditioning equipment and a standby power generator in support thereof, as more particularly described in the written "Plans and Details" attached hereto as Exhibit "C", which shall be submitted for review and written approval/denial, which shall not be unreasonably withheld or delayed. Lessor shall give such approval or provide its request for changes within ten (10) business days of Lessor's receipt of Lessee's plans. If Lessor does not provide such approval or request for changes within such ten (10) business day period, Lessor shall be deemed to have approved the plans. Nothing in this Section shall be construed to eliminate the necessity of obtaining development related permits and approvals from the other City departments and other governmental agencies. The equipment installed in the equipment shelter shall belong to Lessee and be considered its personal property.
- 8.2 Lessee shall employ isolators, circulators, resident cavities and other devices to reduce interference by all commercially reasonable means and as good engineering practice requires. The facilities and equipment installed on the Premises by Lessee shall not interfere with the prior existing telecommunication equipment, or any computer network, cable TV and personal communications systems of the Lessor, or radio frequencies utilized by the aviation industry. The Lessor shall have the right to engage independent testing companies to perform at the expense of Lessee reasonable and appropriate testing to determine if the operation of the facilities and equipment by Lessee cause any unreasonable interference with any Lessor telecommunication operation after Lessee has been notified in writing of a possible problem and had a reasonable time to cure the problem(s). The Lessor and its agents shall have the right during the term of the Lease

to examine Lessee's transmitter equipment and facilities in order to detect any potential interference with the Lessor's telecommunication uses, provided that Lessee's representative is present during such examinations.

- 8.3 In the event the Lessor determines that Lessee has caused interference in violation of this Lease, Lessee shall take all actions necessary to eliminate such interference in accordance with reasonable technical standards. If any such interference inhibits Lessor's operations at the Premises, and Lessee does not correct or commence to correct such interference within twenty-four (24) hours, and power down with an intermittent testing period to occur within thirty (30) calendar days, or if there are intermediate levels of interference and Lessee does not correct or commence to correct such interference within thirty (30) calendar days, Lessee shall discontinue operating such equipment, on Lessor's demand, unless and until it can be operated without interference, or shall replace the interfering equipment with alternative equipment that does not cause such interference. Lessor agrees that Lessor and/or any other future tenants of the Premises or areas adjacent to the Premises will be permitted to install only such radio equipment that is of the type and frequency, which will not cause interference to Lessee.
- 8.4 Lessee shall hold Lessor harmless from any and all liens and claims asserted by those supplying labor or material in the performance of the work required under this Lease.
- 8.5 It is understood and agreed that Lessee's ability to use the Premises for the purposes specified herein is contingent upon its obtaining all of the legally required permits and approvals. Should any of Lessee's applications or permits and approvals be finally rejected, denied, or otherwise withdrawn or terminated by governmental authority so that Lessee is unable to use the Premises for its intended purpose, Lessee shall have the right to terminate this Lease at its sole discretion on thirty (30) calendar days written notice to the Lessor. Such termination shall cause forfeiture of the sums theretofore paid by Lessee and of the Lease granted hereunder. Notice from Lessee shall be given in accordance with the regular notice procedures as hereinafter set forth.
- 8.6 Lessee shall construct, operate, and maintain such facilities and equipment on the Premises in a manner that will be reasonable and necessary to provide wireless phone coverage for Lessee's customers operating near the Premises.

9. GOVERNMENTAL APPROVALS AND COMPLIANCE:

9.1 During the Term of this Lease, Lessee shall comply with all applicable laws affecting the Premises. Lessee shall not commit or suffer to be committed any waste on the Premises or any nuisance. Lessee shall obtain any necessary governmental licenses or authorizations required for the construction and use of the structures on the Premises and shall comply with government regulations applicable to its operations, including those of the FAA and FCC and shall furnish copies of same to Lessor as same are issued.

10. ASSIGNMENT AND SUBLEASING:

10.1 Lessee may not sublet space on its telecommunications tower located within the Premises without Lessor's consent, provided that every Sublessee of Lessee shall enter into a separate lease agreement with Lessor for ground space on Lessor's property. The making of any such sublease shall not release Lessee from any of Lessee's obligations hereunder. Lessee shall not be permitted to sublet any land area or property within the leased Premises without the prior written consent of Lessor. Lessee shall not assign or transfer this Lease, or any interest herein, except to affiliate companies, without the prior written consent of Lessor, which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Upon assignment by either Lessee or Lessor, such party shall be relieved of all future performance, liabilities, and obligations under this Agreement. Notwithstanding anything to the contrary contained in this Lease, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

11. NOTICES:

11.1 All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery in writing if served personally, including but not limited to delivery by messenger, overnight courier

service or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

TO LESSOR:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

WITH A COPY TO:

City of Las Vegas
City Attorney's Office, 9th Floor
Las Vegas, Nevada 89101

TO LESSEE:

Nextel of California
DBA Nextel Communications, Inc.
310 Commerce
Re: NV 7300
Attn: Property Management
Irvine, CA 92602

WITH A COPY TO:

Nextel Communications
2001 Edmund Halley Dr., 2nd Floor
Mail Stop 2E-225
Reston, VA 20191

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. OPERATING EXPENSE:

12.1 Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Premises and used by Lessee throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with Lessee's use, operation, and maintenance of the Premises and all activities conducted thereon.

13. TAXES:

13.1 Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the monopole tower and Lessee's related facilities.

...

...

14. INSURANCE:

14.1 At the time of execution of this Lease by Lessee, Lessee shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the rights and obligations hereunder by Lessee, its agents, representatives, employees or subcontractors. The minimum insurance requirements that Lessee must comply with to fulfill this obligation to procure and maintain insurance for this Lease is attached hereto as Exhibit "D" labeled "Insurance Requirements". The reference in Exhibit "D" to Contractor shall be deemed to refer to Lessee and the reference to Lessor's Contract Administrator shall be deemed to refer to Manager.

15. MAINTENANCE:

15.1 Lessee shall maintain the Premises in good condition and state of repair in compliance with all government regulations, including all applicable FCC and FAA rules and regulations. Lessor shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with Lessee's use of the Premises and Easement.

16. HOLD HARMLESS:

16.1 Lessee shall defend, indemnify and hold Lessor harmless from any liability, including reimbursement of any legal fees and all costs for damages to any person or any property in or upon the Premises at Lessee's invitation, or for damages to any person or property resulting from the physical structure or actions of Lessee (including damages caused by or resulting from equipment or structures on the Premises). Notwithstanding any provision herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Premises by Lessee shall be so installed, kept, stored or maintained at the risk of Lessee. Subject to the limits of liability set forth in NRS 41.035, Lessor shall indemnify and hold Lessee harmless from all claims (including attorneys' fees, costs and expenses of defending against such claims) arising or alleged to arise from the acts or omissions of Lessor or Lessor's agents, employees, licensees, invitees, contractors or other tenants occurring in or about the Premises. Lessor shall not be responsible for any loss or damage to equipment owned by Lessee, which might result from tornadoes, lightning, windstorms, or other Acts of God. Neither Lessor nor Lessee shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and

each party, and anyone claiming by or through them, expressly waives all claims for such damages.

16.2 Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises directly attributed to Lessee's use or generation of Hazardous Materials.

16.3 Lessor will be solely responsible for and will defend, indemnify, and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs, and liabilities, including reasonable attorneys fees and costs, arising out of or in connection with the removal, clean up, or restoration of the Premises with respect to Hazardous Materials used or generated by Lessor.

17. HAZARDOUS MATERIALS.

17.1 Lessor represents and warrants, to the best of Lessor's knowledge, (1) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous material, (2) neither the Premises nor any part thereof is in breach of any Environmental Laws, (3) there are no underground storage tanks located on or under the Premises, and (4) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Lease (collectively a "Breach") and that such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Law or any existing common law theory based on nuisance or strict liability, and (5) Lessor shall not and will not permit any third party to use, generate, store or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any law or regulation or causes a significant effect on public health, Lessor shall promptly take any and all remedial and removal action as required by law to clean up the Premises, mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to any Environmental Laws as a result of such Breach.

17.2 Lessor represents and warrants to Lessee that Lessor has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located

within an area that has been designated by the Federal Emergency Management Agency or Army Corp of Engineers or any other governmental body as being subject to special hazards.

- 17.3 The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors, and assigns and shall survive the term of this Lease and any renewal periods thereof.

18. LESSEE'S PERFORMANCE AND SURRENDER:

- 18.1 Lessee shall pay the Rent and all other sums required to be paid by Lessee hereunder in the amounts, at the time, and in the manner herein provided, and shall keep and perform all terms and conditions hereof on its part to be kept and performed, and at the expiration or sooner termination of this Lease, surrender to Lessor the Premises subject to the other provisions of this Lease.
- 18.2 Upon termination of this Lease, Lessee shall, to the extent reasonable, restore the Premises to its original condition at the commencement of this Lease, including but not limited to, foundations up to the water level, footings, concrete, paving, gravel, vegetation and utilities and other improvements of a permanent nature, except for ordinary wear and tear and damages by the elements or damages over which Lessee had no control or buildings built specifically for use by the City that would be currently utilized.

19. TERMINATION:

- 19.1 This Lease may be terminated, without any penalty or further liability, on thirty (30) calendar days prior written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within thirty (30) calendar days following receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Lessee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of a Wireless Communications System; (c) by Lessee if the Premises are or become unacceptable to Lessee under Lessee's design or engineering specification or its Wireless Communications System; (d) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems can not reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; (e) Lessee does not have acceptable and legally enforceable means of ingress and egress to and from the Premises; (f) utilities necessary for Lessee's use of the Premises are not available to the Premises; or (g) the

Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises. In the event of termination by Lessee pursuant to item (g), Lessee shall be relieved of all further liability hereunder except with respect to its obligation to remove its improvements as provided herein and the Lessee's obligations under Section 16. Any rental fees paid prior to said Termination Date shall be retained by Lessor.

- 19.2 Within thirty (30) calendar days of the termination or expiration of this Lease, Lessee shall remove its personal property and equipment from the Premises. In removing such personal property and equipment, Lessee shall not damage the Premises. If the time for removal causes Lessee to remain on the Premises after termination of this Lease, Lessee shall pay a lease fee at the then existing lease fee rates until such time as the removal of the personal property and fixtures are complete.

20. DEFAULT AND EFFECT OF DEFAULT:

- 20.1 Each of the following events shall constitute a default of this Lease by Lessee:

20.1.1 If Lessee fails to pay Rent or other sums herein specified within ten (10) calendar days of the date such Rent or sums are due and such failure continues for a period of thirty (30) calendar days after written notice is given to Lessor;

20.1.2 If Rent payment is not made within fifteen (15) calendar days of due date, a five percent (5%) penalty of the amount due will be assessed.

20.2 The Lessor shall have the right, while any default continues by giving thirty (30) calendar days written notice to Lessee, to terminate this Lease and remove or require Lessee to remove Lessee's equipment from the Premises, without prejudice to any other remedy which Lessor might be entitled to herein. No portion of Lessee's Rent shall be refunded in the event of a termination or default.

21. BINDING ON SUCCESSORS:

21.1 The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

22. GOVERNING LAW:

22.1 The parties intend that this Lease and the relationship of the parties shall be governed by the laws of the State of Nevada.

23. ENTIRE AGREEMENT:

23.1 All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

24. SURVEY AND TESTING:

24.1 Lessee shall have the right for ninety (90) business days from the execution of this Lease to survey, soil test, and make any other investigations necessary to determine if the surface of the Premises is suitable for construction of Wireless Communications System facilities. If Lessee, within the above stated time determines that for any reason the Premises is not suitable, this Lease, upon thirty (30) calendar days written notice given to Lessor, shall become null and void; provided that at Lessee's sole expense the Premises shall be promptly restored to its condition prior to such testing and investigations and provided further that Lessee shall deliver copies of all soil tests and investigation reports to Lessor.

25. OIL, GAS AND MINERAL RIGHTS:

25.1 Lessor does not grant, lease, let or demise hereby, and expressly excepts and reserves herefrom all rights to oil, gas and other minerals in, on or under and that might be produced or mined from the Premises; provided, however, that no drilling or other activity will be undertaken on the surface of the Premises to recover any oil, gas or minerals during the Term hereof. This Lease is given and accepted subject to the terms and provisions of any valid oil, gas and mineral Lease covering the Premises or any part thereof, now of record in the office of the Clark County Recorder's Office, provided, however, that any future oil, gas or mineral Lease covering the above-described lands or any part thereof shall be in all respects subordinate and inferior to the rights, privileges, powers, options, immunities, and interest granted to Lessee under the terms of this Lease.

26. MECHANIC'S LIENS:

26.1 Lessee will not cause any mechanic's or materialman's lien to be placed on the Premises, unless Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

27. HEADINGS:

27.1 The headings of Sections and Subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such Sections and Subsections.

28. TIME OF ESSENCE:

28.1 Time is of the essence for Lessor's and Lessee's obligation under this Lease.

29. SEVERABILITY:

29.1 If any Section, Subsection, term or provision of this Lease or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, the remainder of said Section, Subsection, term or provision of this Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable shall not be affected thereby and each remaining Section, Subsection, term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. REAL ESTATE BROKER:

30.1 Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to any one in connection with the Lease of the Premises or the transaction contemplated by this Lease and Lessor agrees to indemnify and hold Lessee harmless from and against such claims or costs, including attorneys fees, incurred as a result of the transaction contemplated by this Lease.

31. PEACEFUL POSSESSION:

31.1 Lessor covenants that Lessee, upon the payment of Rent, and the performance of the covenants and subject to the conditions of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the Term of the Lease and any renewal Terms.

32. COMPLIANCE WITH LAWS:

32.1 In performing under this Lease, Lessee shall comply with all applicable Federal, State, County and City laws, including statutes, ordinances and regulations; shall obtain all necessary permits and approvals relating thereto; and shall be solely responsible for making such changes to the Premises as may be necessary in order to comply with the Americans With Disabilities Act or any other applicable laws when such changes arise by virtue of Lessee's use of the Premises.

32.2 Nothing in this Lease shall be deemed to waive the requirements of the various codes and ordinances of the City of Las Vegas applicable to Lessee's use of the Premises.

33. SPECIAL PROVISIONS:

- 33.1 Any violation of the special provisions contained in this Section shall constitute a material breach of this license.
- 33.2 The use of the Premises is limited to a Wireless Communications System and those uses necessary to operate a Wireless Communications System. This Lease does not authorize the use of the Premises for the redistribution of video signals to third parties or the redistribution of radio frequencies not directly related to a Wireless Communications System.
- 33.3 Lessee shall not use the facilities authorized to be placed on the Premises for any use not authorized herein. This Lease shall be considered automatically revoked without further action by the Lessor if the unauthorized use is not corrected within thirty (30) calendar days after notice by the Lessor to abate any unauthorized use. Lessee shall cease use of the facilities in the Premises and take appropriate action as authorized by the Lessor to remove the facilities from the Premises.
- 33.4 This Lease does not authorize Lessee to use the Premises to provide cable service or operate a cable system as defined by the City Code of the City of Las Vegas or the Cable Act of 1984 as amended by the Telecommunications Act of 1996. This Lease does not authorize Lessee to use the Premises for video transmissions. This Lease shall not be interpreted to grant the rights of a franchise required by any City ordinance, State statute or constitutional provision or Federal law.
- 33.5 This Lease does not authorize in any manner the telephone lines or cables that support the Backhaul portion of the Network. Placement by Lessee or any other party of such lines and cables to support the Backhaul Network or supply power to a Backhaul Network must be in accordance with applicable laws and regulations. This Lease shall not be in any manner considered a waiver or relinquishment of any right or claim the Lessor may have to require a permit, license or franchise for any such lines, cables or physical facilities that comprise the Backhaul Network.
- 33.6 Should Lessee, at any time during the Term of this Lease, be deprived of the use of the Premises, or any part thereof, the Lessor will proportionately abate the rent during this time, and Lessee shall have no other recourse against the Lessor for the Lessor's failure to provide Lessee the use of the Premises set forth herein.

33.7 For purposes of this Lease, the Contract Administrator shall be the Manager. In any dispute concerning an interpretation of this Lease or concerning the work to be performed hereunder, the final determination shall be made by the Manager. If Lessee disputes the decision of the Manager, it may pursue such remedies as provided for herein or available at law.

33.8 Lessor retains the right to inspect the Premises at any time during the Lease Term or any extensions thereof. The Lessor shall give Lessee prior notice of such inspection and Lessee shall have the right to accompany the Lessor on such inspection. Prior notice and right to accompany shall not apply during inspection for emergency purposes.

34. HOLDING OVER:

34.1 Should Lessee hold over after the expiration of this Lease, such holding over shall constitute and be construed as an extension from month-to-month only, unless otherwise agreed in writing. All obligations and duties imposed by this Lease upon Lessor and Lessee shall remain the same during such period of occupancy. This Section shall not be construed as authorizing or condoning a holding over by Lessee.

35. INSOLVENCY:

35.1 In addition to any other remedies or rights of Lessor hereunder, if Lessee shall at any time during the Term of this Lease be or become insolvent, voluntarily or involuntarily, or if Lessee shall compound Lessee's debts or if any sheriff, marshal, constable, or any other officer takes possession of the Premises by virtue of any execution or attachment, or if any receiver or trustee is appointed for Lessee's property, or in the event Lessee shall be adjudged a bankrupt, or files a petition under any chapter of the Bankruptcy Act, then in such event, this lease shall be terminated at the option of Lessor, effective the day prior to any such action for filing. In addition, any such event shall be deemed an event of default hereunder entitling Lessor to all rights and remedies herein and as provided by law.

36. WAIVER:

36.1 No covenant, term or condition of this Lease shall be deemed to have been waived by either party hereto unless such waiver be in writing.

37. NO PARTNERSHIP:

37.1 The relationship of the parties hereto is solely that of Lessor and Lessee, and under no circumstances shall the parties hereto be considered as partners or joint venturers.

38. FURTHER ASSURANCE:

38.1 Each of the parties agree to do such further acts and to execute and deliver additional Agreements and instruments as the other may reasonably require to consummate, evidence or confirm this Lease or any other Agreement continued herein in the manner contemplated hereby.

39. INTERPRETATION:

39.1 Each party to this Lease and its counsel will have reviewed and revised this Lease. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or in any amendments or exhibits to this Lease.

40. RENT PAYMENT:

40.1 Lessee's checks for Rent shall be made payable to the City of Las Vegas and mailed or delivered to: City of Las Vegas, Department of Finance and Business Services, 400 Stewart Avenue, Las Vegas, Nevada 89101.

41. DATE OF LEASE:

41.1 The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within the certain specified periods of time, which are determined by reference to the date of execution of this Lease. The parties therefore agree that whenever the term "Date of Execution of this Lease" or words of similar import are used herein, they shall mean the date upon which this Lease has been duly executed by Lessor.

42. MODIFICATIONS OR AMENDMENTS:

Upon approval of this initial agreement by the City Council and after it has been fully executed by signature of all parties, staff of the Real Estate & Asset Management Division of the City's Department of Public Works shall have the authority to complete and execute any additional documents necessary for the completion of the intent of this contractual obligation during the original term of this agreement. As an example, this may include amendments, changes of address, adjustments to monetary revenue or expenditure not to exceed ten thousand (\$10,000.00) dollars, filing and recording of appropriate documents with the County Records Office or the County Tax Assessors Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.

43. WAIVER OF LESSOR'S LIEN:

- (a) Lessor waives any lien rights it may have concerning Lessee's Wireless Communications System facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.
- (b) Lessor acknowledges that Lessee may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of Lessee's Wireless Communications System facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

...

...

44. DISCLOSURE OF PRINCIPALS:

In order to satisfy Resolution R-105-99 adopted by the City of Las Vegas City Council on November 17, 1999, Nextel of California, DBA Nextel Communications, Inc. will provide a disclosure in the form attached hereto as Exhibit "E". If Nextel of California, DBA Nextel Communications, Inc. or its principal or partners described above are required to provide disclosure under federal law, such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERISA), and attaches current copies of such federal disclosures to Exhibit "E", the requirement of this Section shall be satisfied. Throughout the term hereof, Nextel of California, DBA Nextel Communications, Inc., shall within fifteen (15) days notify City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within fifteen (15) days of any such filing.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

"Lessor"
CITY OF LAS VEGAS

OSCAR B. GOODMAN, Mayor

ATTEST:

BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

"Lessee"

Nextel of California,
DBA Nextel Communications, Inc

Thomas R. Green 9/9/04
City Attorney Date

Gilbert Montoya
Gilbert Montoya, Vice President of
Engineering & O.P.S.

ACKNOWLEDGEMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor and BARBARA JO RONEMUS, City Clerk, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC, in and for said
County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

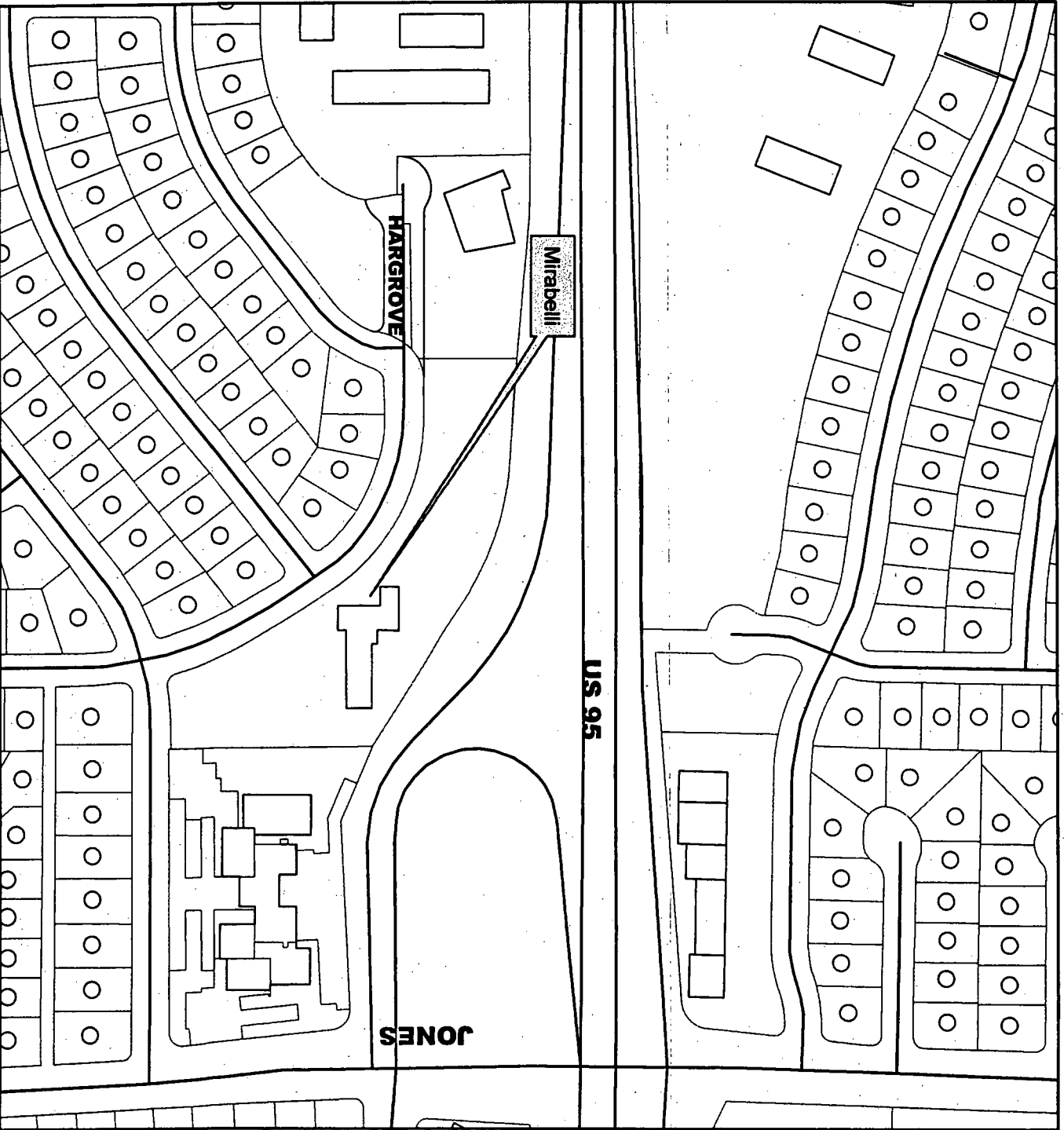
On this _____ day of _____, 2004, personally appeared before me, a Notary Public in and for said County and State, _____, known to me to be the person described in and who executed the foregoing instrument and who acknowledged to me that __he__ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC, in and for said
County and State

When recorded, mail to:

City of Las Vegas
Attn: Manager
Department of Public Works/Real Estate & Assets
400 Stewart Avenue, 4th Floor
Las Vegas, Nevada 89101

Ex. A



Site Map

INITIALS

[Signature]

Legend

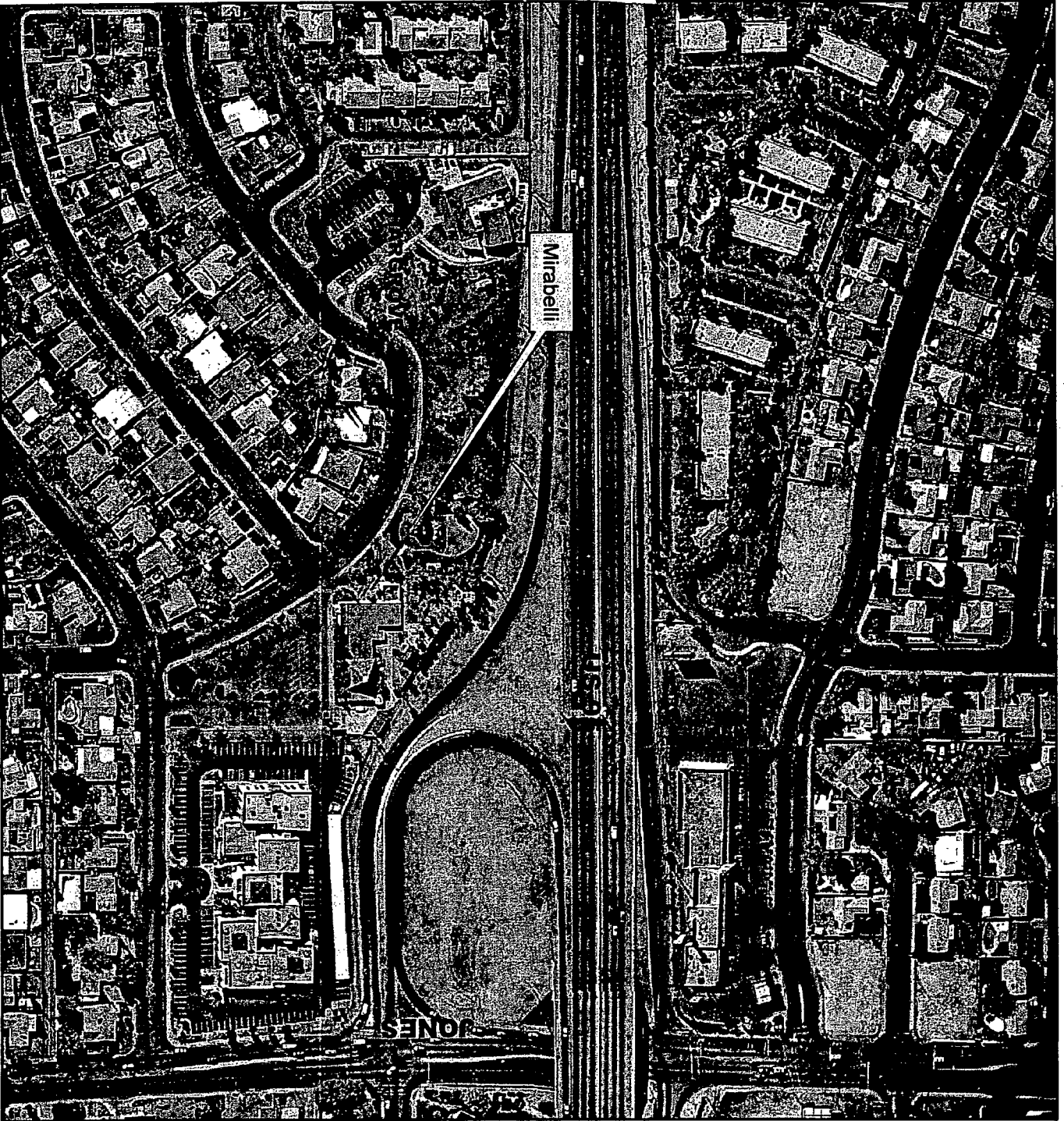
- Street Centerline
- ▭ Parcels
- ▭ Building Footprints
- scl_majors
- ▭ City of Las Vegas

Real Estate & Asset Mgmt

N

9/3/04

EXHIBIT "A-1"



Site Map

Real Estate & Asset Mgmt



9/3/04

EXHIBIT "B"
Nextel @ Mirabelli
RENTAL FEES


**MONTHLY/YEARLY
RENTAL PAYMENT CALCULATIONS**

INITIAL 5-YEAR TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 1,800.00	\$ 21,600.00
2nd YEAR	\$ 1,854.00	\$ 22,248.00
3rd YEAR	\$ 1,910.00	\$ 22,920.00
4th YEAR	\$ 1,967.00	\$ 23,604.00
5th YEAR	\$ 2,026.00	\$ 24,312.00

FIRST 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,087.00	\$ 25,044.00
2nd YEAR	\$ 2,150.00	\$ 25,800.00
3rd YEAR	\$ 2,215.00	\$ 26,580.00
4th YEAR	\$ 2,281.00	\$ 27,372.00
5th YEAR	\$ 2,349.00	\$ 28,188.00

SECOND 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,419.00	\$ 29,028.00
2nd YEAR	\$ 2,492.00	\$ 29,904.00
3rd YEAR	\$ 2,567.00	\$ 30,804.00
4th YEAR	\$ 2,644.00	\$ 31,728.00
5th YEAR	\$ 2,723.00	\$ 32,676.00

THIRD 5-YEAR RENEWAL TERM	MONTHLY RENTAL PAYMENT	TOTAL YEARLY AMOUNT
1st YEAR	\$ 2,805.00	\$ 33,660.00
2nd YEAR	\$ 2,889.00	\$ 34,668.00
3rd YEAR	\$ 2,976.00	\$ 35,712.00
4th YEAR	\$ 3,065.00	\$ 36,780.00
5th YEAR	\$ 3,157.00	\$ 37,884.00

INITIALS:


6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

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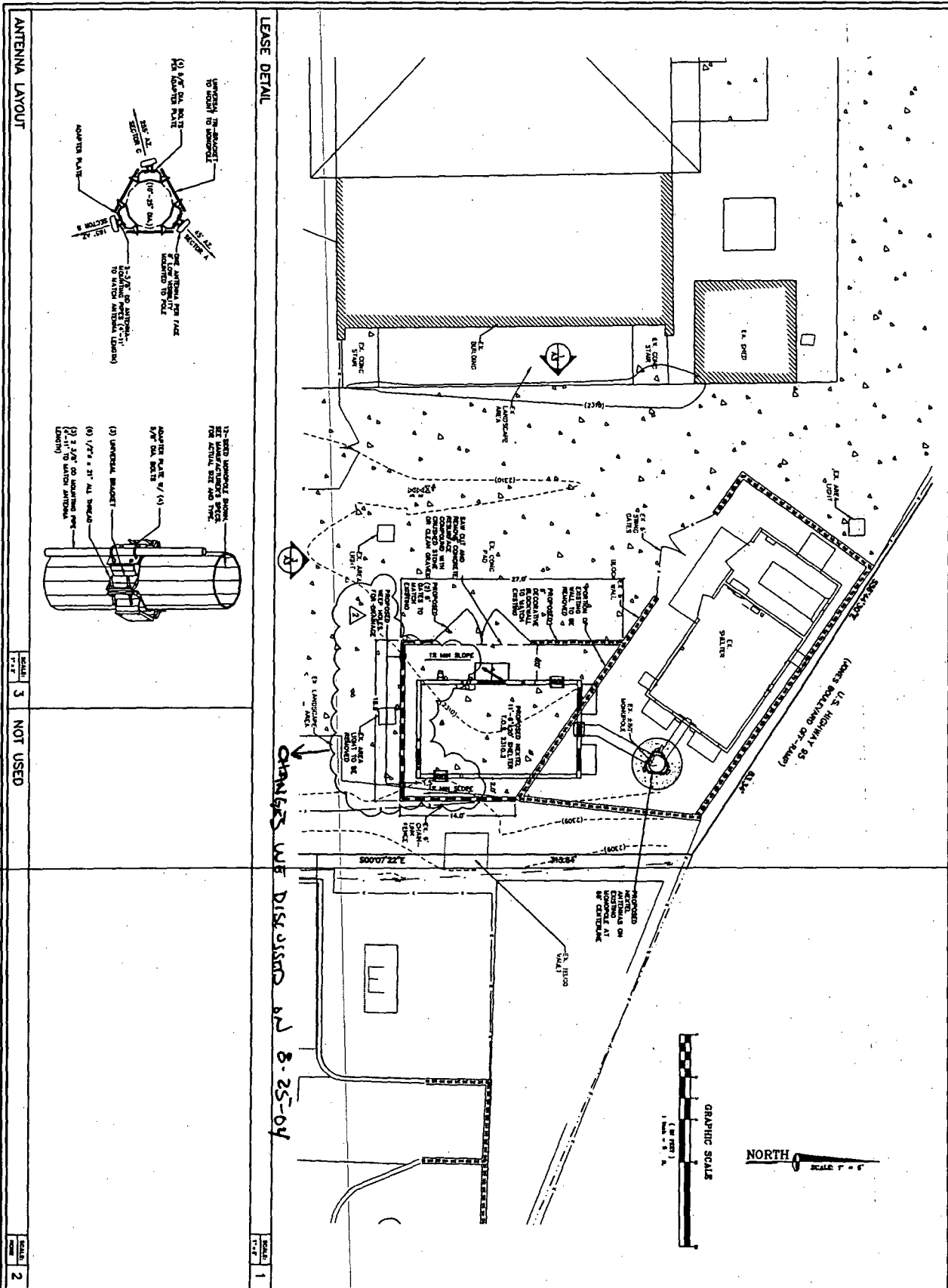
REINFORCED CONCRETE 150 E. Wynn Spring, Suite #120 Las Vegas, NV 89119 (703) 614-5565 FAX									
PROJECT INFORMATION: NV-7300-F OAKHAVEN 8208 WARDWICK AVE. LAS VEGAS, NEVADA 89107									
CURRENT ISSUE DATE: 07/14/04									
100% CONSTRUCTION									
REV.	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
1	07/14/04	100% CONSTRUCTION							
2	07/14/04	100% CONSTRUCTION							
3	07/14/04	100% CONSTRUCTION							
4	07/14/04	100% CONSTRUCTION							
5	07/14/04	100% CONSTRUCTION							
6	07/14/04	100% CONSTRUCTION							
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46	07/14/04	100% CONSTRUCTION							
47	07/14/04	100% CONSTRUCTION							

EXHIBIT "C"

[illegible]

A1	1
NW-7300-F	

EXHIBIT "C"



NEW! 3B

CONSTRUCTION

130 E. Main Street, Suite #120
 Las Vegas, NV 89101
 (702) 614-5600
 (702) 614-5600
 (702) 614-5600 FAX

PROJECT INFORMATION:

NY-7300-F
 OAKHAVEN
 6008 MAGROVE AVE.
 LAS VEGAS, NEVADA 89107

CONSENT ISSUE DATE:

08/26/04

ISSUED FOR:

100% CONSTRUCTION

REV.: DATE: DESCRIPTION: BY:

1 08/26/04 100% CONSTRUCTION

PLANS PREPARED BY:

SURVEYING & ENGINEERING
 7301 W. CHARLESTON BLVD. SUITE 120
 LAS VEGAS, NV 89117
 PH: (702) 587-7700
 FAX (702) 587-8733

DESIGNER:

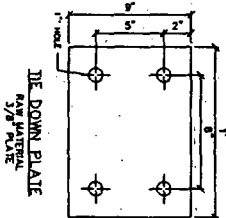
B. LAMOSTON D. CAPE LCM

SHEET TITLE:

SITE DETAIL
 ANTENNA LAYOUT

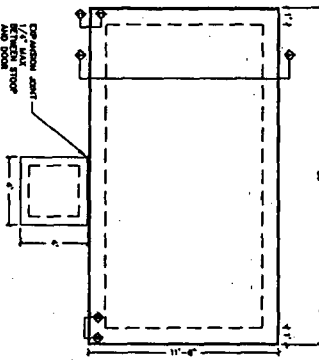
SHEET NUMBER:

A2 2



SECTION "B-B"
SCALE: N.T.S.

SECTION "C-C"
SCALE: N.T.S.



TIE DOWN PLATE

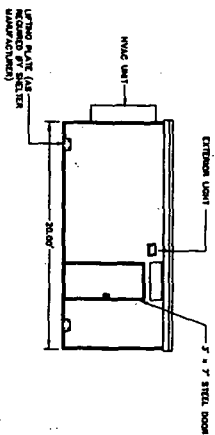
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ANCHORAGE

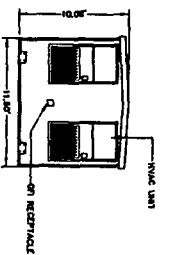
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FOUNDATION PLAN

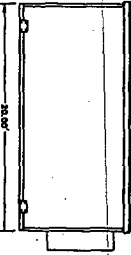
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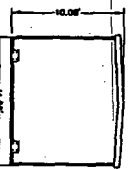
WALL A



WALL B



WALL C



WALL D

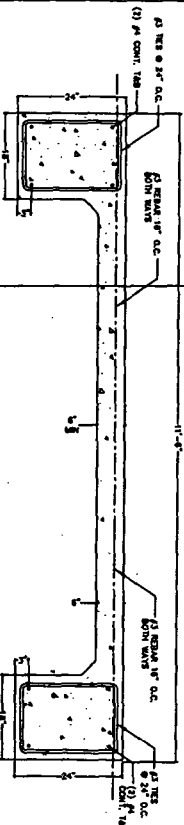


FOUNDATION PLAN

11'-0\"/>

NOTE: ALL CONCRETE SHALL BE MADE FROM TYPE 2 CRACK-RESISTANT PORTLAND CEMENT AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 P.S.I. AT 28 DAYS. ALL CONCRETE SHALL BE PLACED IN A MINIMUM OF 12\"/>

FOUNDATION SECTION



SECTION "A-A"
SCALE: N.T.S.

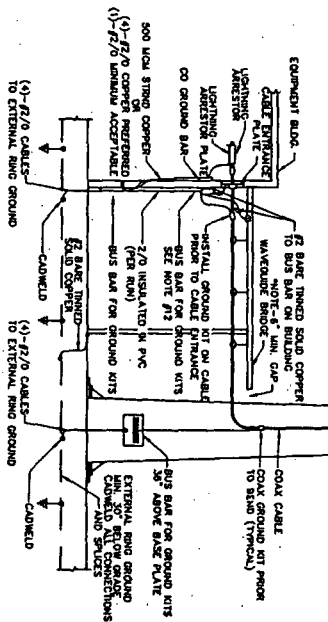
SCALE: 1/8\"/>

1. ALL CONCRETE SHALL BE MADE FROM TYPE 2 CRACK-RESISTANT PORTLAND CEMENT AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 P.S.I. AT 28 DAYS. ALL CONCRETE SHALL BE PLACED IN A MINIMUM OF 12\"/>
2. ALL CONCRETE SHALL BE CONSOLIDATED BY VIBRATION. VIBRATION IS REQUIRED FOR ALL CONCRETE EXCEPT FOR THOSE AREAS WHERE VIBRATION IS NOT PRACTICAL. PROVIDE FOR CONSIDERATION OF CONCRETE.
3. ALL COLD WEATHER/NOT WEATHER CONCRETE PLACEMENT SHALL BE IN ACCORDANCE WITH A.C.I. 308 AND 309.
4. PROVIDE CONCRETE TEST CYLINDERS AT 7 DAYS, 14 DAYS, 28 DAYS, 56 DAYS, 84 DAYS, 112 DAYS, 140 DAYS, 168 DAYS, 196 DAYS, 224 DAYS, 252 DAYS, 280 DAYS, 308 DAYS, 336 DAYS, 364 DAYS, 392 DAYS, 420 DAYS, 448 DAYS, 476 DAYS, 504 DAYS, 532 DAYS, 560 DAYS, 588 DAYS, 616 DAYS, 644 DAYS, 672 DAYS, 700 DAYS, 728 DAYS, 756 DAYS, 784 DAYS, 812 DAYS, 840 DAYS, 868 DAYS, 896 DAYS, 924 DAYS, 952 DAYS, 980 DAYS, 1008 DAYS, 1036 DAYS, 1064 DAYS, 1092 DAYS, 1120 DAYS, 1148 DAYS, 1176 DAYS, 1204 DAYS, 1232 DAYS, 1260 DAYS, 1288 DAYS, 1316 DAYS, 1344 DAYS, 1372 DAYS, 1400 DAYS, 1428 DAYS, 1456 DAYS, 1484 DAYS, 1512 DAYS, 1540 DAYS, 1568 DAYS, 1596 DAYS, 1624 DAYS, 1652 DAYS, 1680 DAYS, 1708 DAYS, 1736 DAYS, 1764 DAYS, 1792 DAYS, 1820 DAYS, 1848 DAYS, 1876 DAYS, 1904 DAYS, 1932 DAYS, 1960 DAYS, 1988 DAYS, 2016 DAYS, 2044 DAYS, 2072 DAYS, 2100 DAYS, 2128 DAYS, 2156 DAYS, 2184 DAYS, 2212 DAYS, 2240 DAYS, 2268 DAYS, 2296 DAYS, 2324 DAYS, 2352 DAYS, 2380 DAYS, 2408 DAYS, 2436 DAYS, 2464 DAYS, 2492 DAYS, 2520 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EXHIBIT "C"

<p>UNIVERSAL BRACKET MOUNT SECTION</p> <p>SCALE: 1/8" = 1'-0"</p> <p>7</p>	<p>ANTENNA ATTACHMENT DETAILS</p> <p>SCALE: 1/8" = 1'-0"</p> <p>7</p>	<p>A/C DRAIN DETAIL</p> <p>SCALE: 1/8" = 1'-0"</p> <p>4</p> <p>ICE BRIDGE</p> <p>SCALE: 1/8" = 1'-0"</p> <p>1</p>	<p>100% CONSTRUCTION</p> <p>DATE: 07/14/04</p> <p>PROJECT INFORMATION:</p> <p>NV-7300-F OAKHAVEN 6208 HARBOR AVE. LAS VEGAS, NEVADA 89107</p> <p>ISSUED FOR:</p> <p>07/14/04</p>
<p>UNIVERSAL BRACKET MOUNT SECTION</p> <p>SCALE: 1/8" = 1'-0"</p> <p>6</p>	<p>BLOCK WALL DETAIL</p> <p>SCALE: 1/8" = 1'-0"</p> <p>5</p>	<p>BLOCK WALL DETAIL</p> <p>SCALE: 1/8" = 1'-0"</p> <p>5</p>	<p>DOUBLE SWING GATE</p> <p>SCALE: 1/8" = 1'-0"</p> <p>3</p>
<p>ANTENNA ATTACHMENT DETAILS</p> <p>SCALE: 1/8" = 1'-0"</p> <p>7</p>	<p>SIGN ON GATE</p> <p>SCALE: 1/8" = 1'-0"</p> <p>7</p>	<p>SIGN ON GATE</p> <p>SCALE: 1/8" = 1'-0"</p> <p>7</p>	<p>DOUBLE SWING GATE</p> <p>SCALE: 1/8" = 1'-0"</p> <p>3</p>
<p>CONSTRUCTION DETAILS</p> <p>SHEET NUMBER: 1</p> <p>1</p>	<p>CONSTRUCTION DETAILS</p> <p>SHEET NUMBER: 1</p> <p>1</p>	<p>CONSTRUCTION DETAILS</p> <p>SHEET NUMBER: 1</p> <p>1</p>	<p>CONSTRUCTION DETAILS</p> <p>SHEET NUMBER: 1</p> <p>1</p>

EXHIBIT "C"



LINE GROUND DETAIL

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GROUND NOTES

Recall:	1
$r = 3$	



GROUNDING LAYOUT
SCHEMATIC AND NOTES

SHEET NUMBER: **E2**

REVISION: **1**

IN-7300-

NEXT
COMMUNITY CATALYST, INC.
750 E. Warm Springs, Suite #12
Las Vegas, NV 89119
(702) 614-3600
(702) 614-3685 FAX

NV-7300-F
OAKHAVEN
6208 HARGROVE AVE.
LAS VEGAS, NEVADA 89107

CURRENT ISSUE DATE: 07/14/04

100% CONSTRUCTION

REV.	DATE	DESCRIPTION
1	10/1/80	Initial Issue
2	10/1/80	Revised
3	10/1/80	Revised
4	10/1/80	Revised
5	10/1/80	Revised
6	10/1/80	Revised
7	10/1/80	Revised
8	10/1/80	Revised
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97	10/1/80	Revised
98	10/1/80	Revised
99	10/1/80	Revised
100	10/1/80	Revised

01/14/04	1003 CONCS TRUCTION
----------	---------------------

PLANS PREPARED BY: _____

SURVEYING & ENGINEERING

PH. { 702 } 367-7705
FAX { 702 } 367-8733

B. LANGSTON	D. CAPE	C.W.
-------------	---------	------

The diagram shows a vertical pipe with a horizontal section at the top. The vertical section is labeled 'a' and the horizontal section is labeled 'b'.

10

9

[illegible]

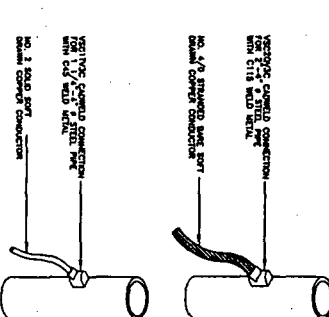
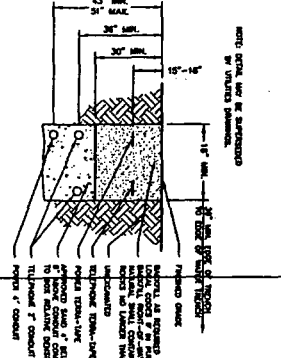
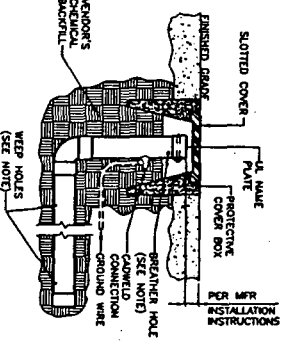
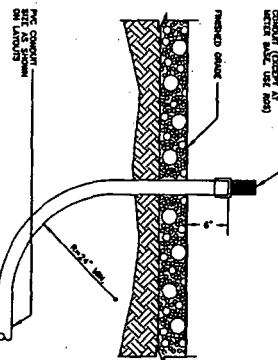
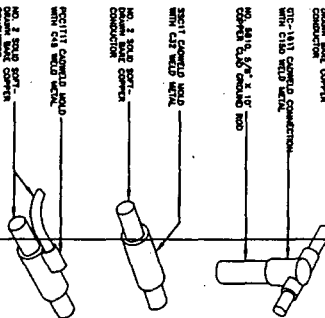
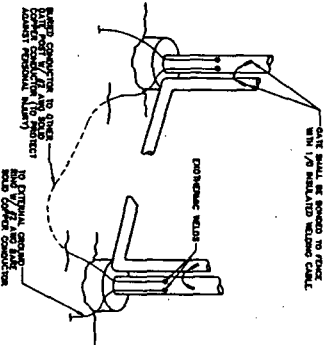
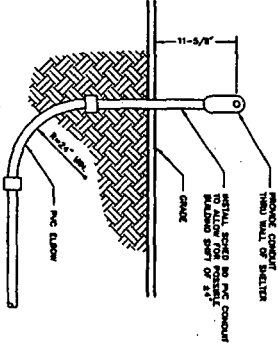
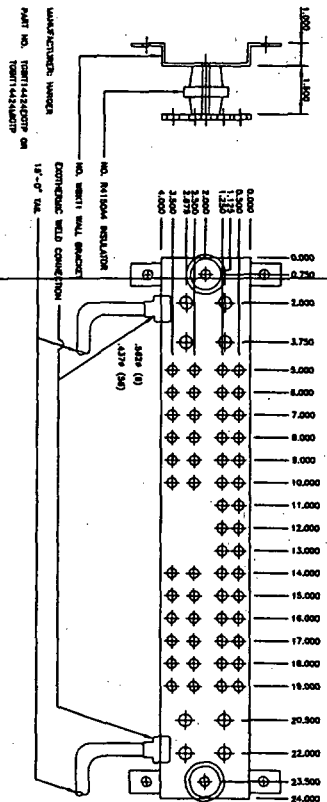
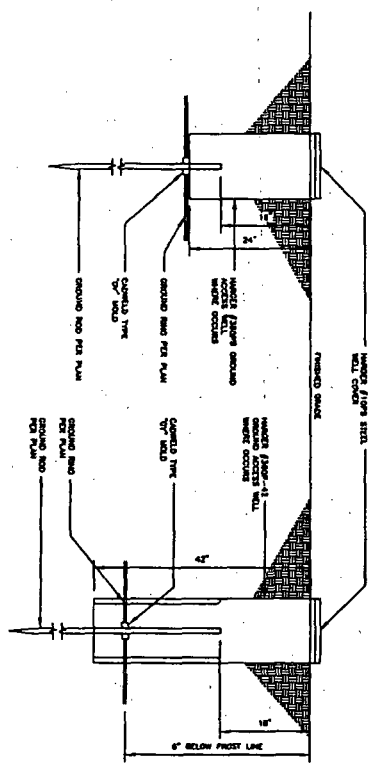
SHEET TITLE: _____

GROUNDING LAYOUT SCHEMATIC AND NOTATION

SHEET NUMBER: REVISION:

U

1833

[illegible]

NEXTEL
750 E. Warm Springs, Suite #120
Las Vegas, NV 89119
(702) 614-3600
(702) 614-3685 FAX

NV-7300-F
OAKHAVEN
6208 HARCROVE AVE.
LAS VEGAS, NEVADA 89107

07/14/04

100% CONSTRUCTION

PREV.:	DATE:	DESCRIPTION:	BY:

	*				

1	07/14/04	100% CONSTRUCTION	BL
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2

7351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89117
PH. (702) 367-7705

B. LANGSTON	D. CAPE	C.W.
-------------	---------	------

1

10

8

ELECTRICAL J.

SHEET NUMBER: 11 REVISION: 1

—

NY-7300-F

EXHIBIT "D"

INSURANCE REQUIREMENTS

Nextel @ Mirabelli

A. Prior to its occupancy of the Premises, the Lessee shall, at its sole cost and expense, obtain and thereafter, at all times during which this Lease is in force and effect, maintain bodily liability insurance covering the Premises and any and all improvements thereon in the amount of One Million and No/100th Dollars (\$1,000,000.00) for the injury to or the death of any one person and/or property damage combined single limit and One Million and No/100th Dollars (\$1,000,000.00), for injury to or the death of any number of persons and/or property damage as a result of any one occurrence.

B. Within five (5) days after execution of this Lease Agreement and as a condition to this Lease Agreement continuing in force and effect, Lessee shall submit to City a certificate of insurance which evidences the above required coverage's and names the City as an additional insured. The policies with respect to such insurance coverage's shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for City and Lessee. The insurance coverage's shall be with an insurance carrier which is licensed to do business with the State of Nevada and which is acceptable to the City.

C. In the event that the Lessee fails to obtain or maintain the insurance coverage required herein, the City shall have the right to terminate this Lease.

D. Subject to NRS 41.035, Lessee hereby agrees to protect, indemnify, and hold the Lessor, its officers, employees and agents, harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees and court costs, which the Lessor, its officers, employees or agents, may suffer or which may be sought against or are recovered or obtainable from the Lessor, its officers, employees or agents, as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or otherwise, of the Lessee or its officers, employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, the Lessee, officers, its employees, contractors, subcontractors, volunteers or agents in the performance of this Agreement.

E. In this connection, the Lessee expressly agrees, at its sole cost and expense, to defend the Lessor, its officers, employees and agents, in any suit or action that may be brought against it or them, or any of them, by reason of any act or omission, negligent or otherwise, against which the Lessee has agreed to indemnify the Lessor, its officers, employees and agents. If the Lessee fails so to do, the Lessor shall have the right, but not the obligation to defend same and to charge all of the direct and incidental costs of such defense, including attorneys' fees and court costs, to the Lessee.

WAIVER OF SUBROGATION. Lessor hereby waives, and Lessee hereby waives, any rights each may have against the other for loss or damage to its property or property in which it may have an interest, where such loss is caused by a peril of the type generally covered by fire or hazard insurance with extended coverage or arising from any cause which the claiming party was obligated to insure against under this Lease, and the Lessor and Lessee, each waives any right of subrogation that it might otherwise have against the other party.

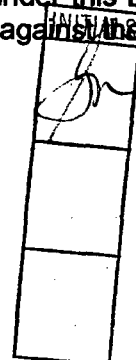


EXHIBIT "E"

The K-10 document was submitted to the City of Las Vegas Department Public Works, Real Estate Division and is on file in the Real Estate office.

**CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)**

Block 1	Contracting Entity (Name)	Block 2	Description
Nextel of California, Inc.		Subject Matter of Contract/Agreement:	
Name			
Address			
EIN or Social Security #			

Block 3	Type of Business
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited Liability Company	<input checked="" type="checkbox"/> Corporation

Block 4	Disclosure of Ownership and Principals		
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.			
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attachment		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals - Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____

Block 5 Disclosure of Ownership and Principals - Alternate

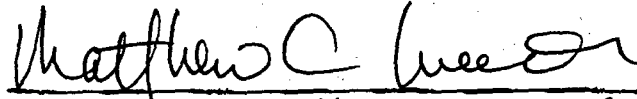
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____

Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.



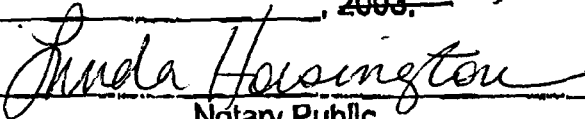
MATTHEW C. WEED Name ASST. SECRETARY

January 22, 2004

Date

Subscribed and sworn to before me this 22nd
day of January 2004.

2003.



Notary Public

My Commission Expires July 31, 2006

Nextel Finance Company owns 100% of the issued and outstanding stock of Nextel of California, Inc. Nextel Communications, Inc. owns 100% of the issued and outstanding stock of Nextel Finance Company.

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding an Easement and Rights-of-Way between the City of Las Vegas and the Las Vegas Valley Water District for a water line easement on APN 138-10-101-018, commonly known as the Gowan Detention Basin - Ward 4 (Brown)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

In order to have water lines and appurtenance(s) to service the site, the City is required to grant an Easement and Rights-of-Way to the Water District for construction of the water lines and appurtenance(s).

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

Easement and Rights-of-Way

MOTION:

COUNCILMAN WOLFSON recommended Item 5 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, clarified the easement and right-of-way ana standard agreement with the Water District that is granted for new facilities and he recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:06 - 3:07)

1-165

A.P.N. 138-10-101-018

EASEMENTS AND RIGHTS-OF-WAY

ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE OF EASEMENT AND RIGHTS-OF-WAY, made and entered into by and between:

City of Las Vegas, a Municipal Corporation of the State of Nevada

Party of the First Part, hereinafter known as the GRANTOR(S), and LAS VEGAS VALLEY WATER DISTRICT, a Quasi-Municipal Corporation, Party of the Second Part, hereinafter known as the GRANTEE.

WITNESSETH:

That the GRANTOR(S), for and in consideration of the sum of one dollar (\$1.00), lawful money of the United States, to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does by these presents GRANT and CONVEY to the GRANTEE, its successors and assigns, an Easement and Rights-of-Way for the purpose of construction, operation, maintenance, repair, renewal, reconstruction and removal of water pipelines and appurtenances with the right of ingress and egress, over, above, across and under that certain parcel of land described as follows:

SEE EXHIBIT "A" ATTACHED TO AND BY THIS REFERENCE MADE A PART HEREOF.

The GRANTOR(S), its successors and assigns agree that:

1. No buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, now or hereafter, except that said parcel may be improved and used for street, road or driveway purposes and for other utilities, insofar as such use does not interfere with its use by the GRANTEE for the purposes for which it is granted;
2. The GRANTEE shall not be liable for any damage to any of the GRANTOR'S improvements placed upon said parcel due to the GRANTEE'S necessary operations using reasonable care; and
3. Should any of the GRANTEE'S facilities within said easement be required to be relocated or repaired as a result of changes in grade or other construction within the easement, the GRANTOR(S), or its successors and assigns shall bear the full cost of such relocation or repair, unless the changes in grade or other construction were done by third parties with the written consent of the GRANTEE.

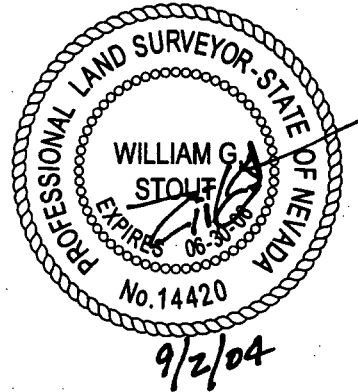
A.P.N. 138-10-101-018

GRANTOR: USA AND CITY OF LAS VEGAS LEASE

EXHIBIT "A"

STANTEC CONSULTING INC.
7251 WEST CHARLESTON BLVD.
LAS VEGAS, NV 89117

FILE: 180930214
DATE: 9-01-04
BY: RF
CKD: WGS



EXPLANATION

THIS LEGAL DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTH OF ALEXANDER ROAD AND WEST OF TENAYA WAY FOR LAS VEGAS VALLEY WATER DISTRICT EASEMENT PURPOSES.

LAND DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10; THENCE SOUTH 00°37'24" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4), 480.89 FEET; THENCE SOUTH 89°22'36" WEST DEPARTING SAID EAST LINE, 78.90 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" EAST, 10.00 FEET; THENCE NORTH 90°00'00" WEST, 15.00 FEET; THENCE NORTH 00°00'00" EAST, 10.00 FEET; THENCE NORTH 90°00'00" EAST, 15.00 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART THEREOF.

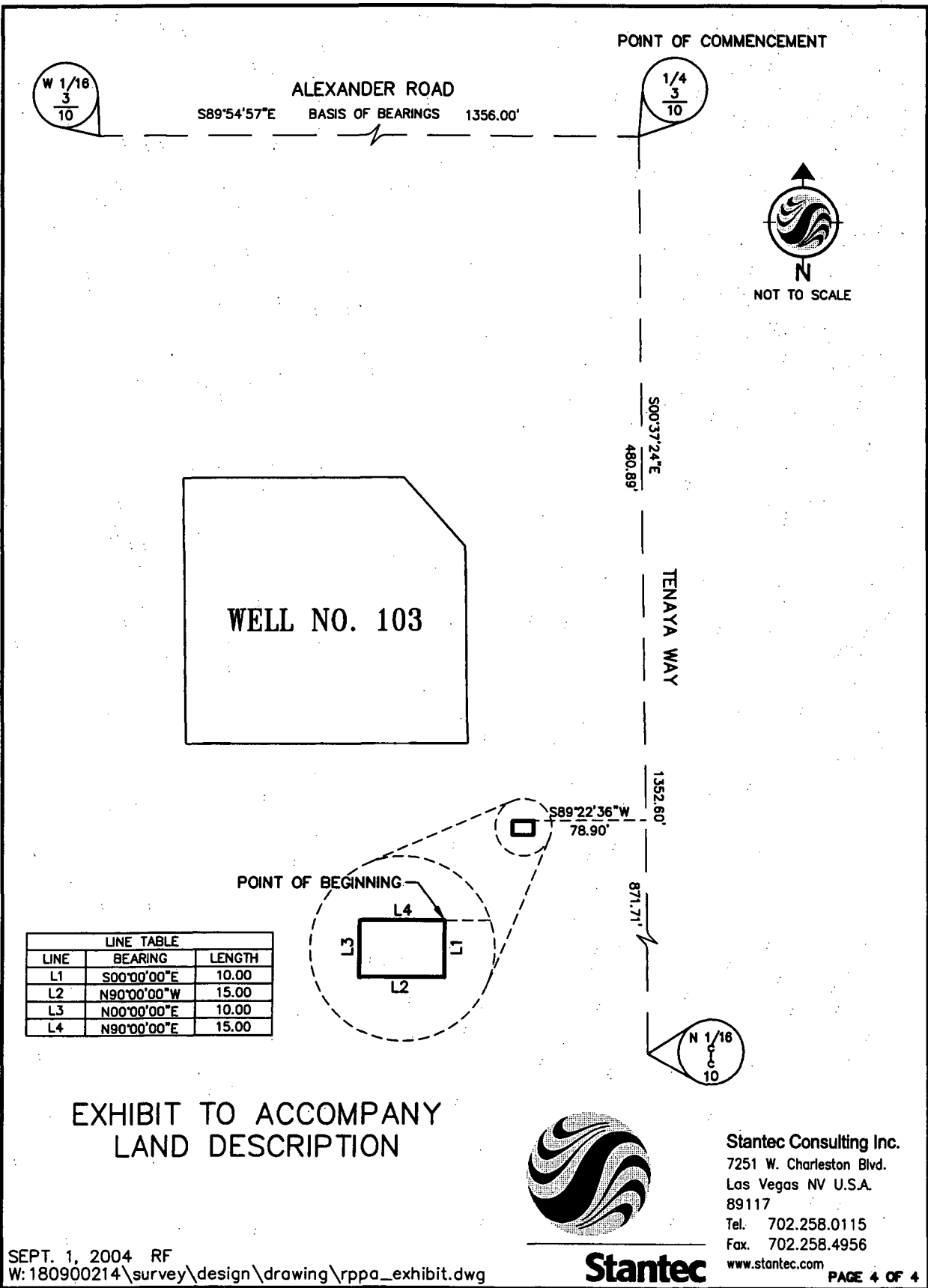
CONTAINING 150 SQUARE FEET

BASIS OF BEARINGS

NORTH 89°54'57" WEST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA AS SHOWN ON THAT CERTAIN MAP ON FILE IN THE CLARK COUNTY RECORDER'S OFFICE IN FILE 102, PAGE 14 OF SURVEYS.

PARCEL MAPS

END OF DESCRIPTION



AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

DEPARTMENT: PUBLIC WORKS

DIRECTOR: RICHARD GOECKE

☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Bill of Sale from the City of Las Vegas to the Las Vegas Valley Water District for the purpose of providing water services to the Gowan South Detention Basin Expansion and Sports Park located at Cheyenne Avenue and Buffalo Drive - Ward 4 (Brown)

Fiscal Impact:

☒

No Impact

Amount:

☐

Budget Funds Available

Dept./Division:

☐

Augmentation Required

Funding Source:

PURPOSE/BACKGROUND:

The Las Vegas Valley Water District inspected the water distribution facilities in conjunction with the Gowan South Detention Basin Expansion, which are to be owned, operated and maintained by the Las Vegas Valley Water District. The inspection determined that said facilities have been installed in accordance with the Water District standards and specifications. Therefore, the water facilities constructed for the City have been accepted by the Water District as being satisfactorily completed on 8/16/04 and the City now turns the property over to the Water District.

RECOMMENDATION:

Staff recommends approval

BACKUP DOCUMENTATION:

1. Bill of Sale
2. Las Vegas Valley Water District 9/9/04 Letter

MOTION:

COUNCILMAN WOLFSON recommended Item 6 be forwarded to the Full Council with a "DO PASS" recommendation. COUNCILWOMAN MONCRIEF concurred.

MINUTES:

COUNCILWOMAN MONCRIEF declared the Public Hearing open.

DAVID ROARK, Real Estate and Asset Manager, acknowledged the facilities have been built and due to the construction agreement with the Water District a standard Bill of Sale is required upon completion of construction. He recommended approval.

COUNCILWOMAN MONCRIEF declared the Public Hearing closed.

(3:07 - 3:08)

1-186

BILL OF SALE

Gowan South Detention Basin Expansion and Sports Park Cheyenne Avenue and Buffalo Drive - 106942

FOR VALUE RECEIVED, City of Las Vegas does hereby sell, assign, transfer, and set over unto the LAS VEGAS VALLEY WATER DISTRICT, a quasi-municipal corporation, all its right, title, and interest, in and to those certain facilities, together with all valves, fittings, valve boxes, and service lines connected with said facilities, constructed pursuant to that certain Agreement dated September 19, 2000, identified as No. 106942 between City of Las Vegas and the Las Vegas Valley Water District.

That said City of Las Vegas warrants that it is the owner of said facilities and connection valves, fittings, valve boxes, and service lines, and that same are free and clear of all encumbrances, including all material and labor claims attaching thereto, and that it will at all times hereafter defend the title to the same against any and all persons lawfully claiming or to claim the same.

IN WITNESS WHEREOF, City of Las Vegas has caused this Bill of Sale to be executed this _____ day of _____, 20____.

ATTEST:

CITY OF LAS VEGAS

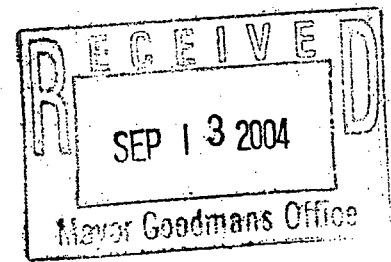
BARBARA JO RONEMUS
City Clerk

OSCAR B. GOODMAN
Mayor

APPROVED AS TO FORM:

Thomas L. Green 9/22/04

City Attorney



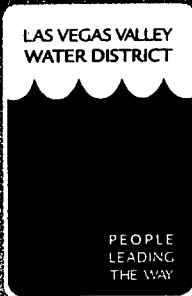
September 9, 2004

City of Las Vegas
400 Stewart Ave
Las Vegas, NV 89101

Attention: Oscar B. Goodman

SUBJECT: GOWAN SOUTH DETENTION BASIN EXPANSION AND SPORTS
PARK CHEYENNE AVENUE AND BUFFALO DRIVE
(PROJ #38224, CON 106942)

2004 SEP 22 A 11:47
CITY OF LAS VEGAS
PUBLIC WORKS
REAL ESTATE



The Las Vegas Valley Water District (DISTRICT) has performed an inspection of water distribution facilities installed in conjunction with the subject project, which are to be owned, operated and maintained by the DISTRICT. Such an inspection determined that said facilities have been installed in accordance with DISTRICT Standards and Specifications.

Therefore, the water facilities constructed for City of Las Vegas (DEVELOPER) at Gowan South Detention Basin Expansion and Sports Park Cheyenne Avenue and Buffalo Drive, are accepted by the DISTRICT as being satisfactorily completed on August 16, 2004

In accordance with the conditions of Agreement No. CON 106942, previously executed for the subject project, should any defects in material or workmanship affecting the finally accepted facilities be detected within one (1) year of August 16, 2004, the DEVELOPER shall immediately cause the defects to be corrected, or shall reimburse the DISTRICT for its cost in correcting the defects.

Per the Districts' Service Rules, Section 8.6, be advised that you as the developer are responsible for all water used through the new services installed as a part of this project. At this time, the District recommends you insure that the proper action is taken on all the accounts associated with this project. For additional information you may contact our Customer Service Department at 870-4194.

1001 SOUTH VALLEY VIEW AVENUE
LAS VEGAS, NV 89153
TELEPHONE: 702/870-2011

Board of Directors

Myrna Williams
PRESIDENT

Yvonne Atkinson Gates
VICE-PRESIDENT

Mary Kincaid-Chauncey

Chip Maxfield

Lynette Boggs McDonald

Rory Reid

Bruce Woodbury

Patricia Mulroy
GENERAL MANAGER

September 9, 2004
Dialysis Center

Attached is the Bill of Sale for the subject water facilities, which must be executed by the DEVELOPER. After the attached Bill of Sale has been properly signed and notarized, please return to the DISTRICT's Development Services Division. Any questions should be directed to Development Services at 258-3865.



David W. Cullen, Supervisor
Inspection Division

:sds
Attachment

cc: City of Las Vegas Offsite Inspection & Testing Division (w/o attachment)
Jonathan Pickus, Manager, AM/FM GIS (w/file)
VEGA Construction

y:DialysisCenter.9fi

AGENDA SUMMARY PAGE

REAL ESTATE COMMITTEE MEETING OF: OCTOBER 5, 2004

CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE COMMITTEE. NO SUBJECT MAY BE ACTED UPON BY THE COMMITTEE UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

MINUTES:


None.

(3:08)

2-224

THE MEETING ADJOURNED AT 3:08 P.M.

Respectfully submitted:



YDOLEENA YTURRALDE, DEPUTY CITY CLERK

October 11, 2004